

SCHEDULE A



Line Clearance Trimming Services Bid General Overview and Scope of Services Formal Bid # 2361

General Description of Work

It is the City's intention to receive proposals for supply of two (2) tree trimming crews that will work on an hourly labor and equipment rate basis. The City reserves the right to increase or decrease the crew levels and/or personnel makeup as deemed necessary by work load and/available funding. Initial contract term is projected to begin on July 1st, 2018 and end on July 1st, 2020, with provisions for two (2) additional 24 month terms extendable based solely at the City's discretion.

The City of Concord utilizes a combination of 'in-house' crews and contract crews to maintain tree clearance of all distribution and transmission circuits within the City's Electric System. The City has a Tree Clearance Manager that will administrate all work, policy and procedure as related to the Tree Trimming crews, both in-house and contractor. The City has an established goal of clearing all circuits in a three (3) year trim cycle or less. Trimming generally consist of new growth and deadwood removal and on occasion, new construction. Danger trees are assessed by the City's assigned Tree Clearance Manager and will be taken completely down at the Manager's approval. In an effort to provide transparency, the City maintains a policy of notifying each customer before trimming on their property. In addition to the utility pruning, contract crews are used to assist other departments throughout the city with tree removals and pruning needs as determined and authorized by the Electric Department Tree Clearance Manager.

All Proposals must be submitted in writing by 2 pm on May 23rd, 2018. All bids must have the following labeled on the outside of the envelope:

City of Concord 2018 Tree Clearance Bid
Bid # 2361

All proposals should be addressed to:

City of Concord Electric Systems Department
C/O Mr. Scott Chunn, Deputy Director of Electric Systems
850 Warren C. Coleman Blvd, Concord NC 28025

SCOPE OF WORK **FOR TREE TRIMMING SERVICES**

Contractor Responsibilities include:

- To furnish all labor, material, supervision and equipment to perform tree trimming services:
 - Clearing of brush and tree limbs near power lines and designated areas.
 - Removal and disposal of wood and debris related to tree trimming services at site designated by Municipality.
 - Advise of other work which would be helpful to maintain clear lines
- Vehicles used in the course of providing this service must comply with all North Carolina Motor Vehicle Regulations and be in good condition and suitable for work to be performed and shall be properly maintained
- Obtain all governmental licenses and permits necessary to perform the services to be provided and maintain all licenses and permits at all times while providing services to The City of Concord.
- Comply with all requirements of federal, state and local laws, rules, regulations, and ordinances applicable to the services being performed.
- Contractors shall ascertain that necessary permits, licenses and/or easements have been secured by Municipality when preparing to perform tree trimming services that cross highways, railroads, streets or utilities under the jurisdiction of a state, county, city, town or other public agency, public utility or private entity.
- Contractors shall conduct work to ensure that the least possible obstruction to traffic, fire hydrants are kept accessible to fire-fighting equipment at all times, inconvenience to the general public and the residents in the vicinity of the work are as minimal as possible, and to ensure protection of persons and property. Contractors shall provide adequate signs, barricades, lights and watchmen and take all precautions for protection of the work and safety of the public.
- Contractors shall not enter private property without first notifying the landowner, or authorized agent and shall use precautions necessary to prevent damage and injury to all property.
- Contractors shall perform reliable and accurate services in a timely manner.
- Submit monthly invoices to the Municipality.
- Contractors will furnish an on-site, authorized individual or a duly authorized representative (Foreman) acceptable to the Municipality for the duration of the services being performed.
- Workmen will be skilled and specialized in the work to which they are assigned.
- Contractors' employees will observe all Municipality's safety rules and procedures while performing tree trimming services.

Special Safety Requirements

- ◆ Workers shall wear full body harness while working in an aerial lift basket and
If exposed within 10 feet of an arc flash, workers must wear flame retardant clothing.

Business Code of Conduct

Contractors must have a suitable Business Code of Conduct policy acknowledged by its employees. This policy must cover the areas of ethics and conflict of interest. While the Contractors employees are on site of the property belonging to the Municipality, Contractor's employees are to conduct themselves in a professional manner. While performing work for the municipality, contractor is prohibited from soliciting work from City customers/residents. The City reserves the right to ascertain if any contract employee is not conducting themselves in a manner consistent with City values/ethics and reserves the right to have that employee removed and replaced with another contract employee of equal skill level.

Availability:

The normal work day is 7:00am – 5:30pm including a 30 minute lunch break. Typically, work should begin within 15 minutes of the work day start time and end no sooner than 15 minutes from the work day end time. The normal workweek is Monday through Thursday. If inclement weather interrupts the weekly schedule by a day, that day is made up on Friday if possible. No work will be scheduled on a holiday observed by the Municipality unless requested by the Municipality and agreed to by the Contractor at an agreed to rate of pay.

Contract crews should be available for use by the City during after-hours major storm events. Contractor requests to release a crew for other storm restoration work must be pre-approved by City Management and will not occur until the City has assessed the need for restoration efforts on its own electric system.

Municipality's Responsibilities

- The Municipality will provide all criteria and full information as to the Municipality's requirements and designate a person with authority to act on the Municipality's behalf on all matters concerning the scope of work.
- The Municipality will to the extent lawful, arrange for access to and make all provisions for Contractors to enter upon public and private property as required to provide the services requested.
- Municipality will provide Contractors, prior to the start of any work, the Municipality's safety practices and regulations in effect at the time.
- Municipality will make prompt payment upon satisfactory completion of work.

Annual Time and Equipment Rate Adjustments

- Contracted rates shall remain firm during year one of the contract. At the beginning of year two, and subsequently, years three, four five and six, rates for labor and equipment may be adjusted at contractor's request based on year over year changes to the following indices:

Labor-BLS

Total Compensation Private Industry-All Workers. Percent of Composite- 100 %

Equipment-PPI

Percent of Composite

Construction and Machinery	56%
Heavy Machinery and Leasing	20%
No. 2 Diesel Fuel	18%
Unleaded Regular Gasoline	6%

Requests for increase shall be in writing and must show documentation of increases in the indices stated above. For the purpose of increase requests in either labor, or equipment, the reference levels for all indices as described above will be based on reference month April, 2018. All request must be turned in by June 1st for consideration of an increase on July 1st.

If fuel prices, based on U.S. Energy Information Administration U.S. On-Highway Diesel Fuel Prices (East Coast PADD1) as of May 14th, 2018, increase or decrease by more than 10% between scheduled rate adjustments, an equipment rate adjustment may occur at the written request of either party.

RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES *All Rates are by the Hour*

A. **Labor**

Foreman	\$_____
Climber A	\$_____
Climber B	\$_____
Groundman	\$_____
Apprentice	\$_____

B. **Equipment**

1-Hydraulic Aerial Articulating
Boom with single basket
Minimum of 56' bottom of bucket
Mounted on suitable Dump Type Tree
Truck equipped with hand tools, ropes,
Signage and any other related small
Necessary Operational Equipment

\$_____

1-Hydraulic Aerial Articulating
Boom with single basket
Minimum of 70' bottom of bucket
Mounted on suitable Dump Type Tree
Truck equipped with hand tools, ropes,
Signage and any other related small
Necessary Operational Equipment

\$_____

1- Disk Type Chipper 80+ hp

\$_____

Power Saw

\$_____

Tractor 4X4 with Wench

\$_____

Pick-Up Truck

\$_____

*Any authorized overtime will be paid at 1.5 times the normal labor rate and one time for equipment rates.

Description of Labor, Tools and Equipment Categories

Labor

Working Foreman - 1.5 years of climbing experience; A working foreman shall be able to trim trees and accomplish related work to ANSI 300 standards; can operate any type of contractor equipment assigned to the job, recognize and remove hazardous trees in the vicinity of energized lines, prepare time sheets and other related reports; talk to property owners and perform all the duties of a climber and a groundperson.

Climber A – 1 year of climbing experience; A tree climber is expected to be able to identify tree species common to the service area: possess a basic understanding of a tree's growth characteristics; climb the normal tree encountered with and without the use of climbing irons; move about efficiently in a tree while remaining tied-in, must be in a full body harness while working; if exposed 10 feet within an arc flash, must wear flame retardant clothing; understand approved trimming procedures; trim trees in the vicinity of electrical conductors under direction; rope limbs with control; operate and work from an aerial lift device; perform the duties of a groundperson as stated below.

Climber B - 1-6 months of climbing experience. Has limited climbing abilities but displays the desire to climb daily; has the basic knowledge to operate and trim utilizing a bucket truck.

Groundman – Has 3-6 months of experience in a entry level apprentice position or similar job; A groundperson is expected to be able to correctly operate and maintain a power saw; operate, feed and maintain a brush chipper, drive and assist in the operation and maintenance of a truck; use and care for brush axes, pole saws, pole pruners, and other hand tools; trim trees from the ground under direction; assist the climber from the ground. A practical knowledge of electrical hazards, CPR, first aid, rope handling, knot typing, and tree telling techniques is required. A groundperson is also responsible for pre-departure equipment inspections, and job-site parking and set-up procedures.

Equipment

Standard Bucket Truck – A two-ton dump chip truck with an aerial articulating device capable of either 56' or 70' bottom of bucket lift; This truck shall be equipped with all the necessary hand tools needed to accomplish utility line clearance work and shall have in addition at least one hydraulically operated circular or chain saw..

Chipper – A trailer-mounted Disk type brush chipper 80 hp or greater, capable of efficiently chipping limbs and trees at least 6-9 in diameter on the large end. It shall have an adjustable chute to allow chips to be blown onto the right-of-way or into the truck.

Chain Saws – 1 climbing saw and appropriate bar and chain; 1 medium saw 16 – 20 inch bar and chain; 1 large saw equipped with a minimum 24 inch bar and chain.

STANDARD FORM CONTRACT

This contract (this "Contract" or this "Agreement") is made and entered into as of the ___ day of _____, 20___, by the City of CONCORD ("City") and _____ ("Contractor"),
() a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide Powerline Right of Way Tree Trimming and Management services at the charges set forth either in this paragraph or in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin on July 1, 2018 and end at July 1, 2020. At the conclusion of the initial term, this Contract may be extended for two (2) additional 24 months periods at the sole discretion of the City of Concord.

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size

Umbrella

\$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,

\$2,000,000

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor’s agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor’s receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** and it is required that coverage be placed with “A” rated insurance companies acceptable to the City. Statement should read, “City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate.” Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City’s option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit “A”, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit “A” – Scope of Services / Fee for Scope of Services.
- (b) Exhibit “B” – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify. ***This requirement only applies to contracts that fall between the formal bidding ranges.**
- (c) Exhibit “C” – Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Bob Pate, Electric Director
City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704)

To the Contractor:

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) **Choice of Law and Forum.** This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) **Assignment, Successors and Assigns.** Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

ATTEST:

City Clerk

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of
_____ (the legal name of the entity entering the contract, "Employer") after first being
duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-26.
2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the ____

day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)