

SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID								
BID TITLE TREE REMOVAL, STUMP GRINDING & TREE TRIMMING SERVICES			BID NO. 9074-110121-1								
PAGE 1 OF 9 PAGES	BIDS WILL BE OPENED AT 2:00 PM ON NOVEMBER 1, 2021 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30) DAYS</u> AFTER SUCH DATE & TIME.		ISSUE DATE 10/14/2021								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">MATTHEW WILSON</td> <td style="width: 50%;">KIP TYNER</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>JOHN FAILE</td> </tr> <tr> <td>NORMAN CROW</td> <td>CASSIUS LANIER</td> </tr> <tr> <td>LEE BUSBY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> AMANDA GANN</p>		MATTHEW WILSON	KIP TYNER	RAEVAN HOWARD	JOHN FAILE	NORMAN CROW	CASSIUS LANIER	LEE BUSBY		<h3>Vendor Information</h3> <p>(SECTION TO BE COMPLETED BY VENDOR)</p> <hr/> <p>Company Name (Please Print)</p> <hr/> <p>Phone Number Point of Contact</p> <hr/> <p>Email Address</p>	
MATTHEW WILSON	KIP TYNER										
RAEVAN HOWARD	JOHN FAILE										
NORMAN CROW	CASSIUS LANIER										
LEE BUSBY											

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid, or if,
 - 2. The bid does not strictly conform to the law or requirement of bid, or if,
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
- (b) Bids may be withdrawn prior to the time set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

8. DISCOUNTS

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

9. SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
- (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
- (d) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.

11. DELIVERY

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.

12. CONDITION OF MATERIALS AND PACKAGING

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

15. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

16. COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

17. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at www.tuscaloosa.com.

SPECIAL CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.

The City intends to award this bid to Primary Bidder(s). The City may also choose to make an award to a Secondary and Tertiary Bidder to be used in the event the Primary Bidder is unable to respond to a request within a reasonable amount of time as determined by the City. The Secondary and Tertiary Bidder (if applicable) shall be obligated to all applicable terms and conditions contained herein. By submitting a bid, all bidders agree to become Secondary and Tertiary Bidder if determined as such by the City.

The determination of the bid award may involve all or some of the following factors: conformity to specifications, financial ability to meet the contract, price, qualifications, previous performance, facilities and equipment, experience, or other objective and accountable factors which are reasonable.

All bids shall use the forms furnished in bid document and shall be submitted in the form and manner indicated by the bid documents and bid forms. Bidders must list on a separate sheet and attached to bid proposal any exceptions to specifications or conditions.

The awarded bidder(s) shall be required to enter into a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted. A sample contract is provided in this bid document.

Questions concerning the bid process should be directed to Amanda Gann at (205) 248-5173 or agann@tuscaloosa.com (e-mail is preferred). Questions concerning Specifications, Services, and Requirements should be directed to Matt Odum at (205) 248-5806 or modum@tuscaloosa.com.

Any addenda issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/bids>. It is the responsibility of the bidder to check this page for any addenda before submitting their bid.

The quantity of service calls to be requested is not known. There are not guarantees that the City will request a specified number of requests.

The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of three (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

Bid Documents include:

1. Completed bid submission via the fillable PDF provided or typed text.
 - a. Signed and completed General Condition pages
 - b. Signed Special Conditions page
 - c. Signed COVID-19 Information page
 - d. Signed Bid Information & Requirements page
 - e. Completed and signed Bid Submissions Work Sheets
 - f. Completed and signed Bidder's Response Form
 - g. When applicable, completed and signed Addendums
2. Any necessary descriptive literature and/or specifications information as outlined or requested in this document.
3. Provide completed certified W9, which can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
4. Vendor must submit an original bid and one complete copy or the bid may be rejected.

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.

BID SUBMISSION & IMPORTANT COVID-19 INFORMATION

Electronic Submissions

Submission of the bid documents as .pdf files can now be done at www.centralbidding.com. For any questions about the electronic bid document submission process, please contact City of Tuscaloosa Purchasing or Central Bidding at 225-810-4814 or support@centralbidding.com.

Submitting Bids by Mail/Package Carrier

Bidders who submit bids by mail or package carriers should do the following:

1. Correctly label the outer envelope as instructed in this bid document to insure proper identification and delivery to Purchasing.
2. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
3. Do not wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

Bid submissions shall be submitted in a sealed envelope and addressed to:

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. Failure to properly address and label sealed envelope may result in bid rejection.

Note: Keep in mind that the City is not responsible for deliveries from mail/package carriers that are delivered after the bid deadline.

Submitting Bids by Hand

Bidders submitting bids by hand must enter at the City Hall complex entrance located on the 4th level of the City's Intermodal Facility parking deck; the entrance to the deck is located on 7th Street beside Government Plaza. Bidders are to turn in bids to the security guard on duty at the desk. Security will notify Purchasing that a bid has been turned in.

Bid submissions shall be submitted in a sealed envelope and addressed to:

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. Failure to properly address and label sealed envelope may result in bid rejection.

Note: Masks/face coverings may be required for entry into areas inside City Hall.

Bid Opening & Potential Date Change

If bidders choose to attend the bid opening, only one representative per bidder will be allowed to attend. All attendees shall be healthy and display no symptoms of sickness. Social distancing of at least six (6) feet shall be maintained. Face coverings that fully cover the nose and mouth will be required while in certain areas of all City-owned/operated facilities.

Circumstances related to COVID-19 may warrant a change to the bid opening date. Any such date change will be published in an addendum and posted on our City's website at <https://www.tuscaloosa.com/bids>.

Bidders are advised to check this web page for any addendums prior to submitting their bids.

Bid results will be posted on the Bids page of the City's website and Central Bidding.

DESCRIPTION OF SERVICES & REQUIREMENTS

The intent of this Invitation to Bid is to establish a contract to provide all supervision, labor, tools, equipment and services required to perform tree services for the City of Tuscaloosa.

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affects the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City.

The successful bidders will be expected to make service calls as needed by the City Representative. The awarded bidders will be required to furnish the City Representative with an invoice upon completion of each job.

Each invoice must include:

- description of work performed
- location of where the work was preformed
- date(s) the work was preformed
- work order/project number provided by the City Representative
- purchase order number and contract number

Electronic invoices are preferred. Email invoices to modum@tuscaloosa.com and accountspayable@tuscaloosa.com. Paper copies can be mailed to: City of Tuscaloosa, PO Box 2089, Tuscaloosa, AL 35403.

Tree services work will be conducted in and around City Street, Rights of Ways and Utility Easements. The awarded bidders shall at all times be solely responsible for complying with all applicable Federal, State and local laws, ordinances and regulations in connection with the work. The Contractor shall be responsible for locating any underground services in the work area that could be damaged by contractor’s operation. Contractor shall be responsible for all claims for damage to underground and overhead utility service. The contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract.

The awarded bidders will be responsible for making repairs to any damage to a property during tree service work at the bidders cost.

Normal hours of tree services work must be done between the hours of 7am and 5pm for scheduled work, call outs and emergency work will not fit into this timeframe.

The awarded bidders must provide traffic plans and provide all necessary means to execute the traffic plan. The traffic plan will be approved by the City Representative.

The awarded bidders agree that workmanship shall be the best of its respective kind and that competent and adequately trained and skilled workmen shall perform all work. Trees shall be removed in accordance with applicable industry standards and extreme care should be taken to prevent personal injury or damage to adjacent homes, trees and other vegetation, driveways, sidewalks, streets and other property, either public or private. Any damage to trees or property caused by the contractor shall be repaired immediately, to the satisfaction of the City, at no additional cost to the City. The casualty loss suffered by the City when the contractor damages a tree beyond repair will be accounted by the tree being removed (and the stump being ground out) by the Contractor at no cost to the City; the tree shall be replaced with a nursery-grown specimen of size and species determined by the City.

The contractor shall restore any turf areas and grades damaged by vehicular or mechanical operation to their original condition. All debris resulting from the Contractor’s operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept or blown, and all brush, branches and logs shall be removed from site. Work areas shall be left in a condition equal to that which existed prior to the commencement of the Contractor’s services.

QUALIFICATION OF BIDDERS

The following are minimal qualifications of bidders:

- Must be able to provide 24 hour on call service
- Must have minimum of 5 years of tree removal and trimming experience
- Must be in the full time service of trimming and removing trees
- Must be able to trim and fell trees in excess of 100' in height
- Must be able to remove tree, haul debris, grind stump, and remove stump debris and backfill holes with topsoil.

RESPONSE REQUIREMENTS

Must be able to provide 24 hour on call service and have a crew mobilized within 1 hour from call and in route for any Emergency Tree removals as deemed by the City Representative. These removals must be handled immediately upon arrival.

General service requests must be scheduled and started within at least 5 working days and completed within 3 working days unless otherwise agreed upon.

All services performed under this contract must first be approved by the City representative. A written estimate must be sent to the City representative and approved by the City representative before work begins on site unless otherwise agreed upon.

Contractor agrees to furnish all labor, materials, tools, transportation and equipment necessary to perform under this contract.

INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain liability insurance policy or policies issued by an insurance company currently authorized to issue policies of insurance covering risk in the State, during the term of this agreement or any extensions or renewals thereof with the limits of liability coverage as hereinafter stated.

The Contractor shall, without expense to the City, and upon commencement of the terms hereof, have in force and maintained under policy of insurance and endorsements thereto, workmen’s compensation, comprehensive general liability insurance automobile liability, and umbrella coverages in not less than the following amounts:

INSURANCE: Contractor shall secure and maintain through the duration of this contract, insurance in such amounts as may be necessary to protect the interest of the City against hazards or risks of losses hereinafter specified. Such insurance shall be carried by a company or companies doing business by agent in the City of Tuscaloosa and shall be in a form and amount to be approved by the City.

The Certificate of Insurance shall contain a provision that not less than ten (10) days written notice shall be given to the City before any policy or coverage is cancelled. Without limiting the requirements above set forth, the insurance coverage shall include a minimum of:

- Workmen’s Compensation Insurance in an amount as required under the laws of the State of Alabama. In case any work is sublet, with the consent of the City of Tuscaloosa, the Contract shall require the subcontractor similarly to provide Workmen’s Compensation Insurance for all of the latter’s employees.
- Public General Liability Insurance, written in comprehensive form, that protects the Contractor and the City against claims arising from injuries to members of the public, City employees or damage to property of others arising out of any act or omission to act of the Contractor, or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000.00 combined single limits.
- Property Insurance which shall include damage to the property of the City of Tuscaloosa in an amount not less than \$500,000.00.
- The City of Tuscaloosa, its officers, agents and employees shall be named as additional insured under the policies in subparagraphs B and C and so identified in the Certificate of Insurance. The Contractor shall furnish the City certificates of such insurance, to serve as satisfactory proof, prior to the signing of this Contract.

BID SUBMISSION WORKSHEET

Complete Tree Removal and Cleanup- This price will be for the felling, removal, stump grinding of any tree deemed to be removed by the City. Price should include all personnel, equipment, machines, tip fees and any other associated costs.

Fallen Tree Cleanup- This price will be for the cleanup of any tree that has fallen into the Road or Right of Way that needs to be removed. Price should include all personnel, equipment, machines, tip fees and any other associated costs.

Stump Grinding and Chip Hauling- This price will be for the grinding of any stump not associated with the Complete Removal and Cleanup. Price should include all personnel, equipment, machines, tip fees and any other associated costs.

Stumps must be ground under 6” – 8” below ground level. Some chips may remain in the hole, but it must be topped off with three (3) inches of topsoil to allow for settling and raked smooth.

Tree trimming- This price will be for the trimming of existing trees that may the canopies lifted or low hanging limbs removed that are blocking sight distance or low hanging. Price should include all personnel, equipment, machines, tip fees and any other associated costs.

Regular Rate- Scheduled work between the hours of 7:00 am. – 5:00 pm., Monday – Friday.

Callout Rate- Unscheduled work that is requested by the City Representative that is performed after the regular hours of 7:00 am. – 5:00 pm., Monday – Friday or when the City Representative places an emergency request that requires the contractor to have a crew mobilized and in route to job site within 1 hour from call. The City Representative must authorize the work to be performed at times that qualify for the Callout Rate.

Holiday Rate- Scheduled and approved work on the following holidays: New Year’s Day, ML King Jr, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Eve, Christmas Day. The City Representative must authorize the work to be performed at times that qualify for the Holiday Rate.

General Questions	
Question	Answer
Number of years in business as a full time tree service provider	
Number of years in business felling and trimming trees with heights above 100'	

Items for Bid	Regular Rate	Callout Rate	Holiday Rate
Complete Tree Removal & Cleanup			
Fallen Tree Cleanup			
Stump Grinding and Chip Hauling			
Tree Trimming			

The following documents must be provided along with these Invitation to Bid documents.

1. List of company officials with contact phone numbers and email addresses.
2. List of equipment to provide evidence of responsibility and ability to timely perform the work detailed in this bid and contract. This will include written documentation of ownership or confirmed rental or other immediate access to the equipment and personnel designated by the contractor to be available for this contract.
3. List of 3 references from existing or prior contracts from other Federal Agencies, States, Counties, Municipalities, Commercial businesses owners for similar work.

BIDDER’S RESPONSE FORM

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

Company Name	
Contact Person	
Email Address	
Telephone Number	
Mailing Address	
Mailing Address for Payments	
Authorized Signature	

COPIES SUBMITTED:

_____ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

Awarded bidder(s) may be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City’s Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain required city business license(s) may result in rescinding of bid award and contract termination.

Note: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**CONTRACT FOR TREE REMOVAL, STUMP GRINDING & TREE TRIMMING SERVICES
(File No. A21-1216)**

THIS CONTRACT, made and entered into on this the ____ day of _____,
20____, by and between _____ whose address is _____
_____, hereinafter sometimes referred to as "CONTRACTOR," and the CITY OF TUSCALOOSA, a
Municipal Corporation of the State of Alabama, hereinafter sometimes referred to as "CITY".

Sample
W-I-T-N-E-S-S-E-T-H

In consideration of the amount contained herein, and of the mutual agreements and provisions also contained herein, the Contractor and the City agree to the following:

1. **WORK AND SERVICES TO BE PERFORMED BY CONTRACTOR:**

This contract is for tree removal, stump grinding and tree trimming services as needed and on-call. Contractor shall provide 24 hour on call service and have a crew mobilized within one (1) hour from call and en route for any Emergency Tree removals as deemed by the City Representative. These removals must be handled immediately upon arrival. Services must be scheduled and started within at least five (5) working days and completed within three (3) working days unless otherwise agreed upon.

All services performed under this contract must first be approved by the City representative. A written estimate must be sent to the City representative and approved by the City representative before work begins on site unless otherwise agreed upon.

Contractor agrees to furnish all labor, materials, tools, transportation and equipment necessary to perform under this contract.

See attachment entitled "Invitation to Bid" dated _____ which is incorporated by reference and made a part of this contract.

2. **DEFINITIONS:**

Complete Tree Removal and Cleanup- Felling, removal, stump grinding of any tree deemed to be removed as directed by the City.

Fallen Tree Cleanup- Cleanup of any tree that has fallen into the Road or Right of Way that needs to be removed as directed by the City

Stump Grinding and Chip Hauling- Grinding of any stump not associated with the complete removal and cleanup as directed by the City. Stumps must be ground under 6" – 8" below ground level. In the discretion of

the City, some chips may remain in the hole, but it must be topped off with three (3) inches of topsoil to allow for settling and raked smooth.

Tree trimming- Trimming of existing trees that may the canopies lifted or low hanging limbs removed that are blocking sight distance or low hanging as directed by the City.

Regular Rate- Services performed between the hours of 7:00 a.m. – 5:00 p.m., Monday – Friday.

Callout Rate- Services scheduled and approved to be performed outside of the regular rate days and hours. Before any services are performed outside of regular rate hours, the City Representative must authorize and approve the work to be performed at times that qualify for the Callout Rate.

Holiday Rate- Scheduled and approved services on the following holidays: New Year's Day, Martin Luther King Jr, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, or Christmas Day. The City Representative must authorize and approve any work to be performed on days that qualify for the Holiday Rate.

3. **INSURANCE:** Contractor shall secure and maintain through the duration of this contract, insurance in such amounts as may be necessary to protect the interest of the City against hazards or risks of losses hereinafter specified. Such insurance shall be carried by a company or companies doing business by agent in the City of Tuscaloosa and shall be in a form and amount to be approved by the City.

The Certificate of Insurance shall contain a provision that not less than ten (10) days written notice shall be given to the City before any policy or coverage is cancelled. Without limiting the requirements above set forth, the insurance coverage shall include a minimum of:

- A. Workmen's Compensation Insurance in an amount as required under the laws of the State of Alabama. In case any work is sublet, with the consent of the City of Tuscaloosa, the Contract shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.
- B. Public General Liability Insurance, written in comprehensive form, that protects the Contractor and the City against claims arising from injuries to members of the public, City employees or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$1,000,000.00 combined single limits.
- C. Property Insurance which shall include damage to the property of the City of Tuscaloosa in an amount not less than \$500,000.00.
- D. The City of Tuscaloosa, its officers, agents and employees shall be named as additional insured under the policies in subparagraphs B and C and so identified in the Certificate of Insurance. The Contractor shall furnish the City certificates of such insurance, to serve as satisfactory proof, prior to the signing of this Contract.

4. **INDEPENDENT CONTRACTOR:** Contractor enters into this Contract with the City as an Independent Contractor and, as such, the City shall not be responsible for the acts or omissions of the

Contractor, or any subcontractors employed by it. It is the intent of the parties to this agreement that they be the only parties to the same to expressly exclude third party beneficiaries. No person not a party to this Agreement may claim any benefits hereunder.

5. **COMPETENCE:** Contractor represents that it is experienced, competent and capable to perform the above described work and services. Contractor agrees to perform all work and services under this Contract in a manner consistent with that level of care and skill ordinarily exercised by individuals in the same field or business for similar work.

6. **PAYMENT:** The City shall pay to Contractor, and Contractor agrees to accept as full and complete compensation and payment for all work performed under and in accordance with and pursuant to this Agreement, at the following rates:

	Regular Rate	Callout Rate	Holiday Rate
Complete Tree Removal & Cleanup			
Fallen Tree Cleanup			
Stump Grinding and Chip Hauling			
Tree Trimming			

Services scheduled shall not to exceed _____ Dollars (\$ _____ .00) Dollars per year for a five (5) year period.

Contractor shall submit invoices to the City Representative for this Project, _____ to build a packet for billing and which shall be paid by the City upon approval of the services by the Infrastructure and Public Services Department, said Department being responsible for the supervision in this Contract. The total cost to the City for work and services performed under this Contract shall not exceed the above stated cost for the year without prior notification to the City and its consent thereto.

7. **TERM:** The term of the Contract shall be for a period of one (1) year from the date of the contract hereof and shall automatically renew each year for up to four (4) years for a total maximum contract term of five (5) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date. This renewal shall occur automatically and without notice to the Contractor unless otherwise communicated to the Contractor by the City at least 30 days before the expiration of the 365-day term. The term of this Agreement will not be automatically extended if, at the then-current expiration of the term, Contractor is in material breach of this Agreement.

The City of Tuscaloosa reserves the right to terminate this contract at any time without notice upon good cause shown. In the event of termination, the successful bidder shall be paid in full for all work previously authorized and performed up to the date of termination.

8. **ASSIGNABILITY:** Contractor shall not assign, subcontract, transfer, sublease, pledge, surrender, convey, sell or otherwise dispose of any portion of this Contract, his right, title or interest therein, or his power to execute such contract, to any person, firm, or corporation without the prior written consent of the City and such written consent shall not be construed as to relieve the Contractor of any responsibility for the fulfillment of the Contract.

9. **PRIOR REPRESENTATIONS:** The Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations or agreements, either oral or written. This agreement may be amended only by written instrument signed by both City and Contractor.

10. **COMPLIANCE WITH LAWS:** The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the State of Alabama, City of Tuscaloosa and Tuscaloosa County in any manner affecting the performance of this Contract. The Contractor shall, at all times, observe and comply with such existing and future laws, ordinances and regulations.

11. **INCORPORATION OF REQUEST FOR PROPOSALS:** All City specifications, as contained in the City's Invitation of Bid dated _____, Contractor's Response to Invitation of Bid, and the terms of the Contractor's bid are specifically incorporated herein and made a part hereof by reference. The performance standards and detailed specifications as prescribed in the City's Invitation of Bid dated _____ are herein specifically adopted and incorporated and specifically made a part hereof by reference. All work conducted by Contractor under this contract must comply with said performance standards and detailed specifications.

12. **LIQUIDATED DAMAGES:** Contractor agrees to pay the City liquidated damages in the sum of ----- Dollars (\$-----.00) per calendar day for every day that the services conducted under this contract fail to meet any of the performance standards and detailed specifications contained in the City's Invitation of Bid, dated _____ heretofore specifically adopted and incorporated herein and specifically made a part hereof by reference in provision No. 11 of this Contract.

13. **MISCELLANEOUS:**

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and

personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- C. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G. Does each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
- H. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- I. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
- J. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
 - (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

- K. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- L. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

City Logo and Name: The Contractor shall not use the City of Tuscaloosa's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the Owner.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Liability of the City or City Officials: Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Non Discrimination: The Consultant agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race, color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The Consultant shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Consultant which are related to the Consultant's operations. The Owner shall deduct the amount of the levied fine or penalty from the contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of

counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

14. **COMPLIANCE WITH IMMIGRATION LAW**: By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

15. **COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT**: By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: _____

ATTEST:

BY: _____

CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION

BY: _____
WALTER MADDOX, MAYOR

ATTEST:

City Clerk

Sample

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, _____, a Notary Public in and for the State at Large, hereby certify that _____, who is named as _____, is signed to the foregoing document and,

Contract.

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a credible witness to the signer of the above document.

Does not require

and that being informed of the contents of the document, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 20____.

completion for bid

Notary Public.

My Commission Expires: _____

submission.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and

who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal that the _____ day of _____, 20____.

Notary Public.

My Commission Expires: _____

Sample Contract.

Does not require
completion for bid
submission.