



## INVITATION FOR BIDS

Sealed bids from qualifying licensed contractors will be accepted and publicly read on **May 31, 2024 at 10:00 am** local time at Morganton City Hall, located at 305 E. Union St., Suite A100, Morganton, NC 28655 for the supplying of services in connection with power line right of way clearance and tree trimming.

The work to be done consists generally of the supplying of all supervision, materials, labor, tools, equipment and transportation necessary to trim or remove trees, brush and perform other utility forestry services in, around, and near 12,470-volt electric distribution lines.

Documents for contractors desiring to submit a bid on this work may be obtained from the City of Morganton Electric Department office, or from its website at <https://www.morgantonnc.gov/rfps> . Follow the Instructions to Bidders, and direct any questions to John Steel, Electric Engineering Services Manager at (828) 438-5281 or [jsteel@morgantonnc.gov](mailto:jsteel@morgantonnc.gov). Only bids submitted by qualified licensed contractors will be considered by the City in the bid evaluation process. All decisions as to the qualifications of the bidder will be made solely by the City of Morganton and will be final.

The Evaluation Criteria used to award work under this contract will include a number of factors, especially the information provided in the Contractor's submittal. Other factors include, but are not limited to, compliance with the requirements of this Request-For-Bid and a proposed solution that best fits the utility's budgetary and operational needs, both currently and in the future. Cost of services will be considered but will not be the sole factor in awarding a contract.

No bidder may withdraw his or her bid for a period of thirty (30) days after date of actual bid opening without the City of Morganton's consent. The City of Morganton reserves the right to reject any or all bids and to waive any informalities or technicalities therein.

Specifications contained in these Instructions to Bidders shall be considered to be, attached to, and an integral part of, the "**GENERAL AGREEMENT FOR POWER LINE RIGHT OF WAY TREE TRIMMING AND CLEARANCE**" contract to be signed by the successful bidder.

# CITY OF MORGANTON ELECTRIC DEPARTMENT

## Specifications for Power Line Right of Way Clearance and Tree Trimming

### **Section 1.0 Scope**

These specifications require the furnishing of all supervision, materials, labor, supplies, tools, equipment and transportation necessary to trim or remove trees, brush, and perform other utility forestry services including right of way clearing, and at such time and place as may be designated by authorized representatives of the City of Morganton ("CITY").

### **Section 2.0 Bidder's Qualifications**

- 2.1 Bids will be accepted only from well-established and qualified licensed contractors, trained and experienced in the clearing of power line rights of way and tree trimming that are approved by CITY. No bid will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these bid specifications.
- 2.2 Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract without the use of subcontractors. In order to aid CITY in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to CITY, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

### **Section 3.0 Instructions to Bidders**

- 3.1 To reduce printing costs and to facilitate recycling, proposals in PDF format may be submitted prior to the deadline. Electronic bids should be submitted by attaching a single file of the required bid forms to an email entitled, "**BID – TREE TRIMMING – RFP053124**" and emailed to: [jsteel@morgantonnc.gov](mailto:jsteel@morgantonnc.gov) and received no later than **10:00 A.M., Friday, May 31, 2024**. Such submission will not be opened until the time for receiving Proposals has come. **Please do not wait until the last minute to send your Proposal to avoid any possible delay that may occur during the transmittal of files.** A screen print of the email receipt will be used by the City as verification of the time received. **Late proposals will not be considered.**
- 3.2 MAILED BIDS  
Bidders may *submit in duplicate* this entire specification and signed contract without the removal of any pages. Bids that are sent by U.S. Postal Service or private carrier shall be clearly marked "**BID ENVELOPE ENCLOSED**". The bid shall be sealed in a separate envelope and shall have the following information shown on the outside of the envelope:

**BID FOR: Power Line Right of Way Clearance and Tree Trimming**

**BID DUE: May 31, 2024 @ 10:00 am local time**

**BIDDER:** \_\_\_\_\_

Envelope must be addressed and submitted to:  
City of Morganton Electric Department  
ATTN: Mr. John Steel  
305 E. Union St. Suite A100  
Morganton, NC 28655

Any bid not conforming to these requirements will not be considered even if opened by mistake.

- 3.2 Before submitting a bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the system to become familiar with local conditions that may in any manner affect cost, progress, or performance of the work, (c) have knowledge of all federal, state and local laws, ordinances, rules and regulations affecting performance of the work, and (d) carefully correlate the Bidder's observations with the requirements of the Contract Documents.
- 3.3 Each bid shall be carefully prepared in accordance with the Specifications of the Contract Documents.
- 3.4 Each bid shall be signed by a representative of the Bidder who is authorized to make contractual obligations for the Bidder and shall give the Bidder's full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives.
- 3.5 Bids by a corporation shall be signed in the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The name of all persons signing shall also be typed or printed.
- 3.6 Bids will be opened as indicated in the Invitation for Bids.
- 3.7 CITY reserves the right to reject any and all bids, waive any and all technicalities therein, disregard all nonconforming or conditional bids, and **evaluate and award bids on other than a low bid basis**. By submission of a bid, Bidder thereby agrees to these stipulations and will not challenge CITY's decisions.
- 3.8 CITY may conduct such investigations as it deems prudent to establish the responsibility, qualifications, and financial ability of the Bidders. CITY's final selection of the best overall bid submitted, as determined solely by CITY, shall be based upon factors such as: financial stability of bidder; personnel experience and training; surveys of current and previous employers and previous work history with CITY; overall quality of equipment and organization; ability to adequately serve CITY with full coverage, customer responsiveness and complaint processing; employee safety training, safety compliance and procedures, including drug-free workforce initiatives, etc.
- 3.9 If the Contract is awarded, CITY will give the successful Bidder due notice of award after the Morganton City Council meeting which is currently scheduled for **June 17, 2024**. Work is expected to commence on this Contract **July 1, 2024** unless otherwise approved at CITY's option.
- 3.10 No Bidder may withdraw his or her bid for a period of thirty (30) days after date of actual bid opening without CITY's consent.

- 3.11 CITY may elect during the term of this Contract to award additional contracts for rights of way clearance and tree trimming via alternative contractual arrangements. Nothing contained herein shall be construed as prohibiting CITY from awarding such additional contracts as it deems necessary for the continued safe operation and maintenance of its electric distribution system.

#### **Section 4.0 Principles and Definitions**

- A. "CITY" shall mean City of Morganton Electric Department.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
- D. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Contract in accordance with the Specifications.
- E. "Specifications" shall mean all specifications pertaining to the Work to be performed.
- F. "Contract" shall mean the fully executed document which binds the interested parties in an Agreement to fulfill all terms, condition, and specifications pertaining thereto.
- G. "Invitation for Bids" shall be the means by which CITY solicits bids from Contractors for Work which CITY may from time to time deem necessary to have performed.
- H. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as applicable, approved by, authorized by, required by, satisfactory to, or acceptable to CITY, unless otherwise expressly stated.
- I. "Contractor" shall mean a contractor who is determined by CITY to be eligible to bid on the Work, subject to any of CITY's conditions, but such status shall not imply or infer compliance with any of the requirements of the Contract, Specifications or other Contract Documents.
- J. "Cross Country" shall refer to any Primary line, or secondary, or span of Primary line, which is inaccessible to CITY bucket trucks for general maintenance or emergency purposes.

#### **Section 5.0 Right of Way Clearing and Tree Trimming**

- 5.1 Right of way clearing and tree trimming shall be performed on **single- and three-phase primary lines and all open wire and insulated secondary** in accordance with CITY guidelines. Emphasis shall be placed on removing trees rather than trimming and all bids shall anticipate removals. Where trimming only is permitted, the lateral pruning method shall be employed. Final trimming and clearing shall provide a minimum of fifteen (15) feet of unobstructed space to the sides and below CITY's conductors, including the system neutral.

Overhead clearance of all lines or spans shall be Ground-to-sky, however, trimming above these conductors may be limited, unless otherwise specified, to the maximum reach of the bucket so long as a minimum of 15' overhead clearance is provided. **An emphasis will be placed on trimming around power poles for unimpeded access by utility personnel.**

- 5.2 Existing right of way shall be cleared to at least the same width as the original clearing unless additional clearing can be obtained.
- 5.3 Unless otherwise specified by CITY, all right of way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four (4) inches for brush stubs and six (6) inches for tree stumps.
- 5.4 Disposal of operation wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips, and other such products produced or generated by this operation on the CITY system shall not obstruct roads, paths, or waterways. Disposal of said residue shall be the sole responsibility of the Contractor and at approved locations. All disposal costs shall be included in the cost submitted on the CITY bid. When approved by property owners, logs and brush may be left "wind-rowed" along the outer edges of the right of way. In general, unless otherwise approved by the property owner, the premises of the property owner shall be left as neat as before the Work started. All severed limbs and branches (hangers) shall be removed.
- 5.5 No trash (i.e., lunch sacks), containers, or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations.
- 5.6 CITY reserves the right to divert an unspecified amount of wood residue, generated from the tree trimming operation, for use by residential, commercial, civic, and community groups in the CITY service area.
- 5.7 Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting electric service. If any such damage to wires or interruption of electric service should result, the Contractor shall immediately notify City of the location of such trouble.
- 5.8 Trees fronting each side of the right of way shall be trimmed or removed unless otherwise specified. Dead trees beyond the right of way, which would strike the line in falling, shall be removed. Leaning trees beyond the right of way, which would strike the line in falling and which would require trimming if not removed, shall either be removed or trimmed, except that shade, fruit or ornamental trees shall be trimmed and not removed, unless otherwise authorized. Vines growing on poles, guy wires, and equipment shall be removed and cut off at ground level and the area surrounding the pole and/or equipment shall be clear of all live climbing growth.

- 5.9 Special effort shall be made to eliminate all tree parts and growth points beneath the wires, and all weak, diseased or dead limbs above the wires which may fall or blow into them. In all cases, Contractor shall secure maximum clearance with good economy and with due regard to the rights and interests of property owners and the public. When normal clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance and Contractor shall notify CITY of the same.
- 5.10 Contractor shall attempt to notify the property owner at least two (2) days prior to commencement of trimming work. Approval and/or permission will be sought in connection with the proposed trimming to be done. However, for reasons of safety, service quality, and good economy, trees shall be trimmed to the standards as set forth in these Specifications whether or not the Contractor has been successful in its efforts to make contact with said property owner as set forth herein.

**6.0 Bidder's Statement**

- 6.1 Bidder hereby acknowledges that the Work that he or she has done is of a nature similar in type and size to that contemplated in this bid, the Bidder agrees to comply with all stipulations, conditions, and requirements described herein, and further agrees not to challenge or dispute or make any claim against CITY pertaining to any and all decisions made by CITY with regard to the awarding of this Contract.
- 6.2 The full names and addresses of all persons and parties interested in the foregoing bid as principals are as follows:

Names	Addresses
_____	_____
_____	_____
_____	_____
_____	_____

Name of Bidder: \_\_\_\_\_

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

Business Address of Bidder: \_\_\_\_\_

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

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



## GENERAL AGREEMENT FOR POWER LINE RIGHT OF WAY TREE TRIMMING AND CLEARANCE

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2024, is by and between CITY OF MORGANTON (hereinafter "CITY"), and \_\_\_\_\_ (hereinafter "CONTRACTOR").

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

### 1.0 Scope of Contract

Contractor, at its own expense, shall do all work and furnish all materials, equipment, tools and labor to complete in a good and workmanlike manner the following:

Electric power line right of way clearance and tree trimming, all per CITY's Specifications for Power Line Right of Way Clearance, and associated contract documents (hereinafter sometimes called the "Contract Work"). The Contract Work shall be done in accordance with this agreement and in accordance with the following documents (all of which, including this agreement, are hereinafter sometimes referred to as the "Contract Documents"):

This Agreement, Instructions to Bidders, and all exhibits thereto, insurance requirements, performance bond, and Contractor's license certification, which shall form the Contract, are as fully a part of the Contract as if attached to this Agreement or repeated herein verbatim.

The Contract Documents, including the Instructions to Bidders, represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral. All work performed by Contractor shall be subject to inspection by CITY, and in the discretion of CITY, a reasonable amount will be withheld for work not complying with the Contract Documents until deficiencies are corrected.

## 2.0 Date of Commencement

The date of commencement shall be on or after July 1, 2024 unless otherwise authorized by CITY. The term of the Contract shall be until June 30, 2025.

## 3.0 Payments

CITY shall pay Contractor for the Contractor's performance of the Contract as defined, subject to additions and deductions as provided for in the Contract Documents. The charges as set forth herein shall cover in full all compensation claimed by Contractor arising from Contractor's performance of this work authorized under this Agreement.

## 4.0 General Conditions

- 4.1 Contractor shall comply with all state, federal and local laws (including but not limited to the Occupational Health and Safety Act) which govern the work. The Contractor shall have and maintain in force at all times, and upon request shall furnish to CITY proof that he or she has, all licenses which are required to do the work.
- 4.2 Contractor shall not commence work under the Contract until the required insurance is in force and a certificate showing proof of such insurance has been delivered to CITY.
- 4.3 Contractor shall be solely responsible for and shall have control over the means, methods, techniques and procedures for doing the work. **The Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of CITY.**
- 4.4 Contractor shall indemnify and hold harmless the CITY and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of the work, provided that any such claim, demand, cause of action, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.5 Contractor is responsible for any and all tax liabilities which may be imposed under the State of North Carolina, Department of Revenue Sales and Use Tax Laws.



4.6 The Contract shall be binding upon and shall inure to the benefit of CITY and the Contractor and each of their respective heirs, successors and assigns. The Contractor may not assign the Contract or subcontract any part of the work. No amendment, modification or interpretation of this Contract by CITY shall be effective unless the same is in writing and signed by a duly authorized representative of CITY.

4.7 Any notices required to be provided under this Agreement shall be in writing and shall be deemed properly given (a) when delivered in person or (b) when forwarded by a nationally recognized overnight courier service or certified mail, return receipt requested, to City of Morganton Electric Department, PO Box 3448, Morganton, NC 28655 on behalf of CITY, or if to Contractor:

Name of Contractor

Attn: Name of Contact

Street Address

P.O. Box \_\_\_\_\_

City, State, Zip Code

The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

4.8 This Agreement constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

4.9 In the event Contractor breaches any material term of this Agreement, and fails to correct the same within seven (7) days after written notice from CITY, then CITY may terminate this Agreement immediately upon giving written notice to Contractor.

## **5.0 General Requirements**

5.1 Contractor will have on each crew sufficient workers and safety equipment to climb trees if needed.

5.2 A contract crew shall consist of all necessary personnel and all necessary tools to safely and efficiently complete the work. The equipment to be used by Contractor shall include 2x4 Aerial Lift, minimum 70 feet working height, and a Disc Chipper, minimum 12 inches. Contractor will keep and maintain at least 1 chain saw for each crew member on each vehicle. CITY reserves the right to do any Work covered within this Contract by its own forces, to have such Work performed by other contractors, to cause such Work to be completed by other means, or to defer any Work to a future date.

5.3 These Specifications require that Work be performed on an hourly rate of pay basis.

- 5.4 Since Contractor(s) employees come in contact with CITY customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.
- 5.5 All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. All equipment must be maintained in such a manner as to minimize downtime. CITY shall not render payment for any charges in connection with lost productivity due to equipment failure or malfunction.
- 5.6 The Contractor may be given permission to park vehicles and equipment on CITY property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than CITY owned facilities and paying all associated costs. CITY shall not be responsible for any damage or loss of Contractor's equipment.
- 5.7 Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 2000 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of CITY or the public arising from its operations. Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, North Carolina Department of Transportation requirements, North Carolina Department of Agriculture requirements, Workers' Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.
- 5.8 Contractor acknowledges that CITY's electric circuits are to continue in normal operation during this Work, and Contractor shall provide and use all protective equipment necessary for the protection of its employees and to guard against interfering with the normal operation of these electric circuits.
- 5.9 Contractor shall immediately notify CITY of any irregular situations observed on CITY's system, including, without limitation, equipment or facility malfunctions, actual or potential safety problems, loose, or sagging guy wires, damaged conductors, leaking transformers, damaged or defective poles, and any other seemingly unusual circumstance encountered by the Contractor.
- 5.10 If, during the term of this Contract, additional hourly crews or workers are needed to perform right of way clearing, tree trimming, chemical applications, or related utility forestry services, CITY will first request such crews or workers from the Contractor then working for CITY. Should the Contractor fail to furnish additional crews or workers upon thirty (30) days written notice, CITY shall have the right to obtain additional crews or workers as provided for in this Contract.
- 5.11 Contractor shall promote a drug and alcohol-free working environment.

- 5.12 Contractor(s) shall not perform or solicit any type of private tree trimming work on customer's property while actively engaged in performing work for CITY under this contract until all work on the circuit is completed

## **6.0 Work**

- 6.1 Contractor shall perform all Work to the complete satisfaction of CITY and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to work of this character and nature. All work performed by the Contractor is subject to inspection and approval by CITY. Any work not meeting the minimums as set forth in these Specifications, or generally accepted line clearance standards, or work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to CITY. Failure by CITY to inspect Contractor's work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.
- 6.2 Contractor agrees to provide adequate notice and if possible, obtain consent, for the necessary Work from the property owner or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared or sprayed. Contractor shall discuss with the property owner the type of Work to be performed, identifying any and all trees that need to be trimmed or removed, the disposal of logs and/or brush, any areas that need to be sprayed, and the proposed route of all vehicles and equipment traveling over the property owner's property. When property owners cannot be readily contacted, door hangers shall be left to inform them that Contractor was present to trim trees. Hangers shall contain information as Company Name, Address, Phone Number, etc. Whenever permission to do any Work cannot be obtained, such shall be promptly reported to CITY.
- 6.3 Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to affect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to CITY.
- 6.4 Contractor shall secure all permits and licenses necessary for the completion of the Work to be performed and pay all charges and fees required for such permits and licenses.
- 6.5 Contractor shall provide sufficient crews to complete work in a timely manner. CITY expects that after work has begun, the Contractor's operation will progress on a continued basis with necessary staffing levels to perform until the end of the term of this contract, which is **June 30, 2025**. Crew size, crew structure, crew equipment, and the need for any additional crews under this contract will be at the City's sole discretion.
- 6.6 Contractor shall perform all work in a professional and workmanlike manner. All limbs and other debris shall be removed daily.

- 6.7 Work will be performed between the hours of 7:00 a.m. and 5:30 p.m., Monday through Saturday, unless otherwise approved by CITY. The work day shall begin at the City of Morganton Warehouse Facility, located at 97 Kirk St, Morganton, NC 28655, and end at the work site. **Contractor's crew and equipment shall be at the City of Morganton Warehouse Facility at or before 7:00 am, fully fueled, staffed, and prepared to begin work.**
- 6.8 CITY shall not be charged for time spent on maintenance of equipment, including without limitation, fueling of vehicles, oil or antifreeze changes, changing and/or sharpening of chipper blades, and other similar maintenance and repair work. CITY will not render payment for equipment that is incapable of fully performing its intended function. Minor mechanical repairs such as sharpening and adjusting chain saws shall be permitted on CITY time.
- 6.9 Any unscheduled electric service outages due to negligence of the Contractor shall subject the Contractor to a penalty equal to the reasonable costs to CITY to repair and restore service.
- 6.10 Wherever practical and permissible, dead or defective and fast-growing weeds and/or trees located within the right of way so as to be a hazard to the CITY's lines shall be removed, but only when directed and authorized by a CITY representative. Logs shall be disposed of as designated in the Easement or Specifications. Brush shall be disposed of on the right-of-way or as designated in the Easement or Specifications.
- 6.11 Contractor agrees to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents to the general public or damage to the property and personnel of the Company or the general public.
- 6.12 Contractor agrees to secure from the CITY, and the CITY agrees to provide, information as to the nature of the circuits involved in all cases before work is commenced. It is understood by and between the parties that the electric circuits of the CITY are to continue in normal operation during this work, and that Contractor is to provide and use such protective equipment as it deems necessary for the protection of its employees, and to guard against interfering with the normal operation of said circuits.

## **7.0 Work Assignments**

- 7.1 Work may be assigned by CITY's duly authorized representative, through the Contractor's Foreman.
- 7.2 The Contractor shall advise CITY daily as to the location of all crews, the progress of the Work assigned, and any problems or unusual occurrences. The Contractor shall keep a written journal of dates, and worksites, including any problems or occurrences. This journal shall be available for inspection immediately upon request by CITY representatives.

- 7.3 Contractor and its employees and agents shall not inform, or imply to, any resident or owner that any trees or brush outside the CITY's right-of-way will be cut or trimmed by or on behalf of the CITY. Further, no resident or owner may dictate to Contractor which trees or brush within the CITY right-of-way are to be cut or trimmed.
- 7.4 No firearms or weapons are permitted, nor is any use or possession of any alcoholic beverages or controlled substances permitted, on any jobsite where Contractor is working. Violation of this provision by any employee or agent of Contractor will subject Contractor to immediate termination of this Agreement.
- 7.3 Contractor shall make available its crews for emergency work as determined by CITY, day or night, weekends, holidays, or during any natural disasters such as ice or snow storms, tornadoes and other strong storms, etc. Contractor shall furnish CITY the name and telephone number of the person(s) to contact for emergency crews. Contractor may be asked to assign additional crews to CITY's system if the emergency is severe or of long duration. With CITY's prior approval, Contractor may be released from scheduled work under this Agreement in order to perform "Storm Work" or similar emergency work elsewhere in the United States.

#### **8.0 Supervision of Work and Workmanship**

- 8.1 Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.
- 8.3 Contractor shall provide and maintain continually on the site of the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized representative. The General Foreman or other representative of the Contractor, who has charge of the Work thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith.
- 8.4 Whenever the General Foreman is not present on any part of the Work, CITY reserves the right to ask questions and receive answers from crew members concerning the work in progress, to provide guidance as to our desired results, to submit work tickets, or to remove the crew from this worksite completely.
- 8.5 Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.
- 8.6 CITY will periodically review and evaluate crew performance based upon factors such as, but not limited to, quality of work, clearances obtained, safety awareness and public relations efforts.

**9.0 Term of Contract**

- 9.1 Start-up date to begin trimming must be July 1, 2024. Unless terminated at an earlier date, this Contract shall continue in effect until **June 30, 2025** at which time the trimming described in these specifications shall be completed.
- 9.2 It is expressly understood that either party may terminate this Contract at any time by giving **thirty (30) days** written notice to the other party.
- 9.3 During any period of work stoppage by the Contractor's labor force, CITY may have the Work performed as provided for elsewhere within this Contract. Any Work stoppage for a period of more than three (3) working days shall give CITY the right to immediately terminate the Contract.

**10.0 Charges for Labor and Equipment Furnished by the Contractor**

10.1 Contractor shall furnish rates for the following **minimum crew** to be considered in the performance of work on an hourly rate-of-pay basis. At least one crewmember must have **at least five years** of tree climbing experience. At least one crew member must be qualified to operate a chainsaw. These rates will be considered for the award of work under this contract and as part of the overall evaluation of the contractor’s proposal or bid.

Billing Rates

	Regular	Overtime
Labor – Working Foreman/Crew Leader	\$_____	\$_____
Labor – Trimmer No. 1	\$_____	\$_____
Labor – Worker	\$_____	\$_____
Equipment as specified below:	\$_____	\$_____

Aerial Lift/Chip Combination Unit (70 ft. min. working height; covered dump body), and 12” minimum chipper fully equipped with a minimum of 2 chainsaws and all necessary accessories and safety equipment including, but not limited to, required personal protective equipment (PPE) and other items essential for the proper prosecution of all Work as outlined in these Specifications.

HOURLY TOTAL: \$\_\_\_\_\_ \$\_\_\_\_\_

Contractor shall furnish hourly rates for the following additional equipment which may be required during the term of this contract. These rates will **NOT** be considered in the overall evaluation of bids.

<b>ADDITIONAL LABOR &amp; EQUIPMENT RATES</b>	Regular	Overtime
4 x 4 pick-up truck	\$ _____	\$ _____
Stump Grinder	\$ _____	\$ _____
Labor – Stump Grinder	\$ _____	\$ _____
Hourly Total for Stump Grinding	\$ _____	\$ _____

10.2 All after-hours emergency Work as well as overtime Work shall be invoiced on an hourly basis. No such Work shall be performed without prior authorization from CITY's Electric Director or other duly authorized representative of CITY.

10.3 Payment for invoices submitted by the Contractor will not be made by CITY when the minimum requirements for labor and equipment as set forth in **Section 10.1** are not fulfilled.

10.4 Contractor shall make its crews available on all of CITY's **regular** workdays. CITY will not compensate Contractor for Work performed by Contractor's forces on days observed as holidays by CITY employees, except in the event of emergency Work authorized by CITY as described herein. Contractor may provide its employees with paid holidays at its sole option and expense. The days currently observed as holidays by CITY employees are as follows:

- |                            |                            |
|----------------------------|----------------------------|
| New Year's Day             | Dr. Martin Luther King Day |
| Good Friday                | Memorial Day               |
| Fourth of July             | Labor Day                  |
| Veteran's Day              | Thanksgiving Day           |
| The day after Thanksgiving | Christmas Eve              |
| Christmas Day              | Third Day for Christmas    |

## **11.0 Payment for Work**

- 11.1 The Contractor will be compensated for trimming at the fixed rate(s) designated in the bid. Contractor shall submit monthly to CITY, through its Electric Department, PO Box 3448, Morganton, NC 28655, an original invoice of amounts due herein together with such substantiating data as may be required by CITY. This invoice shall be submitted to CITY within five (5) days following the last day of each calendar month.
- 11.2 Payments due will be made in full by CITY to Contractor within thirty (30) days from receipt and approval of said invoice. If such payment is not approved, CITY shall notify the Contractor of the reason or reasons for such non-payment within fifteen (15) days from receipt of invoice.
- 11.3 Contractor agrees to furnish to the CITY, or its representative, daily time sheets and other required reports, showing the nature, amount and location of work performed, together with the number of man hours and equipment hours involved, the quantities of material used, the number of trees trimmed and removed, the number of acres or spans cut or chemically treated, and other pertinent information which may, from time to time, be required by the CITY.
- 11.4 Contractor agrees to submit to the CITY weekly itemized invoices based upon the information contained in the daily time sheets and prepared in accordance with the attached schedules supplied by the Contractor, setting forth rates for each labor, material, and equipment item. The schedules shall constitute a part of this Agreement and may be revised at any time by mutual consent.
- 11.5 Contractor shall not be entitled to any payment from the CITY for time during work stoppages due to hazardous weather.
- 11.6 Contractor shall not be entitled to any payment from the CITY for time during work stoppages due to lunches, or absence of personnel from the work site.
- 11.7 Subcontracts and Subcontractors. Within ten (10) days after the award of the contract, the Contractor shall submit to the Owner a list giving the names and addresses of subcontractors he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the Owner, the Contractor shall submit additional names for approval. The Owner shall act promptly to approve the subcontractors, and when approval of the list is given; no changes of subcontractors will be permitted except for cause or reason considered justifiable by the Owner.



## 12.0 Indemnification

- 12.1 Contractor will indemnify and hold harmless the City of Morganton, and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses, and expenses, including but not limited to attorney's fees through appeals for property damages, personal injuries, including injuries to Contractor's employees, and all other losses and damages which may arise or result from the acts of the Contractor or the Contractor's employees incident to the performance of this Contract, even though CITY may be chargeable with some negligence in connection therewith; provided, however, this indemnity agreement shall not apply to damages caused solely by the negligence of CITY.

## 13.0 Insurance

- 13.1 Before commencing any Work, the Contractor shall procure, maintain, and provide at its own expense, during the term of the Contract, a certificate of insurance to CITY of the required insurance coverage stated in this section from insurance companies duly authorized to do business in North Carolina that are acceptable to CITY, and shall name The City of Morganton, its officers, directors, and employees, as additional insureds. The certificate of insurance shall require thirty (30) days prior written notice to City of cancellation, modification, or expiration of the insurance. Contractor shall attach as **Appendix "A"** to these Contract Documents said certificate of insurance.

**Contractor shall attach to these Contract Documents said certificate of insurance.**

- 13.2 Contractor's Insurance Requirements shall be as follows:
- (a) Worker's Compensation and Employer's Liability for every worker employed in connection with the Work under the Contract and as provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be as required by the excess liability insurer for the maintenance of coverage.
- (b) Comprehensive or Commercial General Liability including insurance covering Work under the Contract with total coverage limits as follows:

The limits provided for Bodily Injury, Property Damage, Personal Injury, and Employer's Liability shall be \$1,000,000 per occurrence and, \$3,000,000 aggregate, and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The following coverage is to be provided:

- (1) Contractual Liability to cover the liability assumed by the Contractor under this Contract.
- (2) Broad Form Property Damage including completed operations.
- (3) Personal Injury Liability, covering hazard groups listed in Sections (a), (b) and (c), or the equivalent.

(c) **Business Automobile Liability and Excess or Umbrella Liability** with total coverage limits for Bodily Injury or Property Damage of \$1,000,000 and with Umbrella or Excess Liability coverage of \$3,000,000.

The Business Automobile Liability and Excess or Umbrella Liability insurance is to apply to all owned, non-owned, rented, borrowed or hired automobiles or other motor driven vehicles to be used by the Contractor in the furtherance of the Work.

(d) All policies shall provide City with no less than thirty (30) days notice of cancellation, modification, or expiration.

(e) All policies of insurance referred to herein shall be written on an occurrence basis, unless otherwise agreed by City in writing.

**14.0 Performance & Bid Bonds**

14.1 A Performance bond with the minimum amount of \$500,000 will be provided with this contract.

14.2 If subcontractors will be used, a Payment bond with the minimum amount of \$50,000 will be provided with this contract.

This Agreement, including the Instructions to Bidders, constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, each party hereto retaining an executed copy hereof.

Executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TREE CONTRACTOR:**

**By** \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

**ATTEST:**

**CITY OF MORGANTON**

\_\_\_\_\_  
**CITY CLERK**

**By** \_\_\_\_\_  
**MAYOR**