



SANDY SPRINGS™
GEORGIA

INVITATION TO BID #18-058
TREE REMOVAL SERVICES

BID DUE DATE

Sealed Bids Due, March 30, 2018, 2:00 PM

City of Sandy Springs

Purchasing Office

7840 Roswell Road Suite 500

Sandy Springs, Georgia 30350

Bids received after the above time or in any other location
other than the Purchasing Office **will not** be accepted.

Questions must be directed in writing to:

City of Sandy Springs, Purchasing Agent, Kazonga Singleton,

via e-mail at:

purchasing@sandyspringsga.gov

Deadline for questions from prospective contractors is

March 23, 2017; 5:00 p.m.

Questions received after this date and time may not be answered.

Information concerning this solicitation may be found electronically at

<http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>.

This website will contain the Invitation to Bid, any addenda, and any clarifications, schedule changes and other important information regarding the solicitation. Offerors should check these electronic pages daily.

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

ENGINEER: The Sandy Springs Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

CONTRACT DOCUMENTS: Contract Agreement, General Conditions,
Special Provisions, Technical Specifications, and Plans, Bidding
Documents

CITY OF SANDY SPRINGS

INVITATION TO BID #18-058

TREE REMOVAL SERVICES

The City of Sandy Springs is accepting sealed bids from highly qualified firms for the **ITB #18-058 TREE REMOVAL SERVICES**, for the **Public Works Department**.

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein. Deadline for questions from prospective contractors is March 23, 2018; 5:00 p.m. Questions received after this date and time may not be answered.

Sealed bids will be received no later than March 30, 2017, 2:00 PM in the City of Sandy Springs Purchasing Office, 7840 Roswell Road, Bldg. 500, Sandy Springs, Georgia 30350 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

Bids shall be presented in a sealed opaque envelope with the bid number and name **ITB #18-058 TREE REMOVAL SERVICES** clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. One (1) original and one (1) copy should be submitted and one digital copy in PDF format saved to a CD or USB flash drive. Bids will not be accepted verbally or by fax or email. Bid packages are available on the City of Sandy Springs website, purchasing page <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>. All questions should be forwarded in writing to Lynn Taylor at purchasing@sandyspringsga.gov. Please refer to **ITB #18-058 TREE REMOVAL SERVICES**, when requesting information.

The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is **ninety (90)** calendar days from the date of the "Notice to Proceed."

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Email Address _____

Print/Type Company Name Here _____



SANDY SPRINGS™
GEORGIA

MODEL SERVICE AGREEMENT

This Service Agreement (hereinafter “Agreement”) is made this *day of month, 2018* by and between *Contractor Name* (hereinafter “Contractor”) located at *contractor address* and the City of Sandy Springs, Georgia (hereinafter “Sandy Springs”).

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing *type of services* and

WHEREAS, Sandy Springs has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereafter “Services”); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the *Scope of Services* attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the *project manager* or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until June 30, 2018. The term of the contract will be three (3) years with an option to renew for an additional two-year period contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The contract will terminate at the close of each calendar year, but will automatically renew absent any positive action by the City.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

d. The City of Sandy Springs reserves the right to terminate this agreement due to nonperformance of services. If the contractor does not perform and/or respond to emergency and non-emergency requests on more than two (2) occasions without prior written approval, the City may terminate this agreement with a written notice that shall terminate the contract within ten (10) days.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered

by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. Assignment.

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Sandy Springs:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Dan Lee, City Attorney
7840 Roswell Road, Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

With copies to:

Contractor Contact, Title

Name and Title

Address

Address

City, State, Zip

City, State, Zip

14. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. Disputes

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

17. Severability

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

18. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

19. Heading

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

20. Interpretation of Exhibits and Exclusion of External References

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. Copyright, Trademark and Patent Indemnification

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

22. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: _____
Assistant City Attorney

(SEAL)

CONTRACTOR NAME

By: _____
Name:

Date of Execution

Typed or Printed Name

Title

ATTEST:

By: _____
Secretary

(SEAL)

Witness

This Agreement to be executed in one (1) original.

EXHIBITS

- EXHIBIT A** Scope of Services
- EXHIBIT B** Contractor Proposal
- EXHIBIT C** Fee Schedule
- EXHIBIT D** Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT E** Certification of Sponsor Drug-Free Workplace
- EXHIBIT F** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT G** Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
- EXHIBIT H** Insurance Requirements
- EXHIBIT I** Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT A

SCOPE OF SERVICES

EMERGENCY RESPONSE TREE REMOVAL:

The Contractor shall be available to respond on an emergency basis 24 hours a day, weekdays, weekends and on holidays to remove or trim trees or vegetation in the City Rights-of-way that pose a hazard to public or private property and the traveling public. Upon notification by the City of Sandy Springs, the Contractor will respond within two (2) hours with appropriate staff and equipment as outlined in this scope, to the location of the hazard.

The contractor shall provide at a minimum, a standard maintenance crew consisting of a minimum of three (3) people, one (1) chipper and truck, and one (1) aerial tower truck. One (1) crane truck with one (1) operator shall also be available on an as needed basis. This crew shall be able to respond within two hours of notification. In the event of multiple emergencies, additional crews may be added as requested by the Director of Public Works or his designee.

The Contractor will remove the hazard from the Right-of-way as directed. The Contractor will also remove any and all debris associated with the removal of the hazard including but not limited to logs, branches, leaves, saw dust, and limbs; and will dispose of said debris legally and responsibly.

The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

All emergency work orders will be invoiced at the Emergency Services Rate as quoted in "Exhibit B"

All work will be invoiced on individual invoices on a per location/project basis.

NON-EMERGENCY GENERAL TREE SERVICE:

Contractor will provide all necessary labor, tools, implements, equipment, material, and supplies needed to complete the contracted work and to properly dispose of all materials generated in the course of the work. Chipper trucks will be considered standard equipment and should be included in all pricing as standard equipment. The Contractor will be taking direction from the Director of the Public Works Department for the City of Sandy Springs or his designee.

All non-emergency work must be approved by the Director of Public Works or his designee prior to commencing with said work.

Work will consist of tree trimming, preventative and general tree removal, and tree stump removal in various locations throughout the City of Sandy Springs as/or as directed by the Director of Public Works or his designee.

Upon notification by the Director of Public Works or his designee, the Contractor will schedule and perform the requested services within one week (5 business days), or at a time mutually agreed upon by the City of Sandy Springs and the Contractor.

The Contractor will be required to conduct a site visit for all requested services prior to performing service and will provide a price quote upon request.

Contractor shall legally dispose of all waste material generated through tree trimming and tree and tree stump removal operations. By request of the City, the Contractor may be required to provide a report of the amount in tons of material disposed and where that material was disposed to.

TREE PRUNING:

All trees shall be completely pruned, which is defined as having crown cleaning, crown thinning, crown raising, mistletoe removal and additional requirements as indicated below, unless otherwise indicated by the Director of Public Works or his designated representative.

Pruning cuts shall apply to all branches one (1) inch in diameter or greater unless otherwise directed. Other pruning operations such as crown reductions, crown restorations, utility pruning and specialized pruning shall be as directed and may require a separate price quote. All pruning practices shall follow the ANSI A300 Pruning Standards.

Crown Cleaning is the removal of dead, dying, diseased, broken, crowded, crossing, weakly attached, low vigor branches, water sprouts from the trees crown, and suckers from the base. All dead wood one (1) inch in diameter and greater shall be removed. All water sprouts and suckers shall be removed.

Crown Thinning is the selective removal of unwanted live branches and limbs in order to provide more light and air penetration through the tree and/or lighten the weight of the remaining branches. Thinning cuts shall be made at all times unless otherwise indicated by the City Arborist or designated representative. When thinning mature tree never remove more than one fourth (1/4) of the live foliage unless otherwise indicated by the City Arborist or designated representative.

Crown Raising is the removal of lower branches in order to provide clearance for buildings, vehicles, pedestrians and vistas. Branches shall be removed as necessary to provide a minimum of fourteen (14) feet clearance over the street and a minimum of ten (10) feet over the sidewalk, unless otherwise indicated by the City Arborist or designated representative. This includes removal of all suckers and basal sprouts.

Additional Requirements include;

- Removal of branches extending over houses and other buildings or major branches within five feet of structures unless otherwise indicated by the Director of Public Works or his designee.

- Removal of branches that touch television utility lines. (If a branch that is to be trimmed comes in contact with an energized power line, then the power company shall be notified for removal.)
- Clearance Pruning shall consist of crown raising only as specified above.

TREE REMOVALS and STUMP REMOVALS:

Removals with Stumping shall be as directed by the Director of Public Works or his designee. All above ground parts of the tree shall be removed. Stumping shall be as indicated below. Prior to beginning work the contractor will verify that the affected property owner is aware of the activity

Stump Removal Requirements shall be as follows:

- The tree stumps shall be ground to a minimum depth which completely removes the heart of the stump and the roots are separated by at least eighteen (18) inches, or ground to minimum depth of eighteen (18) inches and minimum width of eighteen (18) inches past the edge of the stump at ground level, whichever is greater.
- All surface roots within a six (6) foot radius of the center of the stump shall be removed.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.
- The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.
- Treatment of the debris from stump removal shall be designated and priced prior to the start of each contract amendment using one of the following two options:
 1. Ground wood chips from the stump removal shall be used to backfill the hole, leaving a three (3) to four (4) inch mound of chips to allow for settling. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.
 2. Ground wood chips from the stump removal shall be used with imported loamy soil

(free of woodchips and debris) to backfill the hole. A mix of 40% wood chips and 60% loamy shall be used for backfill purposes, leaving a two (2) to three (3) inch mound of mix to allow for settling. All extra chips shall be disposed of by the contractor. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

SAFETY:

Protective gear such as hard hats, gloves, goggles, safety shoes, & vests will be worn at all times. Front end loaders shall be equipped with a Roll-over Protection System (ROPS) cab. Safety practices shall be in conformance with applicable local, state and federal regulations.

Prior to start of authorized work, the vendor shall block off or prepare the work area to prevent damage to all property. All vehicles and other equipment shall be removed from area to prevent any damage.

The contractor shall be responsible for pedestrian and vehicular safety, control, & signage within the work site. Any impact to city streets shall be coordinated with the Department of Transportation and approved by Director or Designee.

The work area shall be cordoned off and isolated for the safety of employees and passers-by.

If a vehicular accident does occur the vendor shall immediately notify the City of Sandy Springs's Police Department of all accidents. The driver should not leave the scene until released by the police department. The city expects all claims to be reported or handled within 24 hours of the accident. All equipment, test instruments, and all associated test leads, cables, power cords, and probes and connectors shall be visually inspected for external damage prior to being used.

(This section is taken from the American National Standard Institute Z-133.1 and OSHA requirements from the 29CFR 1910)

Employees engaged in pruning, trimming, removing or clearing trees from lines shall be required to consider all overhead and underground electrical power conductors to be energized with potential fatal voltages, never be touched either directly or indirectly. This also applies to any ladders, platforms or aerial devices.

An inspection shall be made by the tree worker and the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree worker before starting work.

Only a qualified line-clearance tree trimmer or qualified line clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. (A qualified line clearance tree trimmer is a tree worker who through related training and on-the job experience is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree-trimming, and has demonstrated his ability to perform his duties safely at his level of training.

During all tree working operations aloft where an electrical hazard of more than 750 exist, there shall be a second employee or trainee qualified in the line clearance tree trimming within normal voice communication.

The standard shall be meet for the minimum working distances for Line-Clearance Tree Trimmers and Line Clearance Trimmer Trainees when working in the proximity of electrical conductors as it can be subject to change during the length of the contract.

Electric, telephone and cable television exist. The vendor is responsible for protecting all utilities from damage, and must notify the utility if any damage is done. Should there be any damage the contractor is responsible for all claims due to his operation.

The contractor is also responsible for contacting the appropriate utility company for the location of any underground electric services which are in the work area and could be affected by the work being completed.

ADDITIONAL ITEMS:

Site Cleanup shall be completed immediately after each tree, section of trees, or stump removal has been completed. This means that all logs, branches, twigs, wood chips, leaves, wood dust, any plant material, or any other materials generated during the job shall be removed from the work area before leaving the site. If this is not possible then barricades or cones or caution tape must be used and provided by the contractor, until the site is clean as determined by the Director of Public Works or his designee.

- If the Contractor chooses to do non-emergency work on a weekend day or on a holiday, notification is required prior to beginning the work and will be done at no extra charge.
- ALL Non-Emergency/Emergency Work will be invoiced per the quoted price for Services denoted in "Exhibit B" of this contract. Items that fall outside of that price schedule must be quoted separately.

The contractor shall ensure their capacity to perform work under this contract regardless of obligations elsewhere. If necessary the contractor shall staff a qualified ISA arborist if the jobsite requires it. All contractor services and employees shall perform quality work according to the professional, ethical, and business standards of the industry and to the satisfaction of the City of Sandy Springs. Contractor shall guarantee all work be done in accordance with the American National Standards Institute (ANSI) A300 and Z.133.1. It is the responsibility of the contractor to implement safeguards to eliminate accidents, down time and mistakes, while facilitating quality workmanship in adherence to all local state and federal laws as applicable.

EXHIBIT B

FEE SCHEDULE

(All direct and indirect cost shall be included in the pricing below)

EMERGENCY RESPONSE

COMPLETE TREE REMOVAL

- From 0"-6" dbh per tree= _____
- Over 6" to 12" dbh per tree = _____
- Over 12" to 18" dbh per tree = _____
- Over 18" to 24" dbh per tree = _____
- Over 24" to 36" dbh per tree= _____
- Over 36" dbh per tree= _____

CLEARANCE TREE PRUNING

- 1-50 tree per list per tree= _____
- Over 50 trees per list per tree = _____

TREE & STUMP REMOVALS

- From 0"-6" dbh per tree= _____
- Over 6" to 12" dbh per tree= _____
- Over 12" to 18" dbh per tree= _____
- Over 18" to 24" dbh per tree= _____
- Over 24" to 36" dbh per tree= _____
- Over 36" dbh per tree= _____

ADDITIONAL EMERGENCY SERVICES

- Standard Emergency Crew/HR= _____
- Crane with Operator/HR= _____

NON-EMERGENCY

GENERAL LABOR AND EQUIPMENT COST (Non-Emergency or scheduled work)

- 2 man crew with standard equipment/HR=_____
- 3 man crew with standard equipment /HR=_____
- 4 man crew with standard equipment /HR=_____

COMPLETE TREE REMOVAL

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree = _____
- Over 12" to 18" dbh per tree = _____
- Over 18" to 24" dbh per tree = _____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

CLEARANCE TREE PRUNING

- 1-50 tree per list per tree=_____
- Over 50 trees per list per tree = _____

TREE & STUMP REMOVALS

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree=_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

EXHIBIT C

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

- On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
- On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and
- On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Signature

Name: _____

Title: _____

EXHIBIT E

**AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade

secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350.

EXHIBIT H

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Contractors under the Contract until the

Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.