



REQUEST FOR PROPOSAL
FOR AN
ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND
MAINTENANCE SERVICE

RFP 17-001

City of Commerce
Purchasing Dept.
P.O. Box 348
Commerce, GA 30529
706-336-3297

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DIVISION I
REQUEST FOR PROPOSALS

The City of Commerce is requesting proposals from several contractors who regularly engage in Right-of-Way Clearing and Maintenance services. The City of Commerce will select the most technically qualified and the most economically acceptable organization for a contract to provide this service over a one-year contract with an option to extend up to three additional years awarded annually.

The Contract Documents describe in detail the requirements of the Contractor and for completion of the Electric Utility Right-Of-Way Clearing and Maintenance services. You are invited to submit your proposal to supply these services to the City of Commerce

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	August 29, 2016
Deadline for questions	September 23, 2016
Submittal deadline	September 30, 2016 4:00pm, local time prevailing

DIVISION II
INSTRUCTIONS TO CONTRACTORS

ARTICLE I
SCOPE OF WORK

The following information is provided to assist service providers (“Contractors”) responding to this request for proposal (“RFP”) in understanding the scope of the hereinafter defined Services needed by the City of Commerce. The Contractor shall provide all labor, material, equipment, supplies, and supervision to complete the Work as assigned by the City. This RFP and all Divisions hereof, including the Specifications with all addenda, are made a part of the hereinafter defined Contract. No provision of this Contract shall be interpreted to prevent the Owner from using the Services of other contractors.

ARTICLE II
QUALIFICATIONS OF CONTRACTORS

To demonstrate qualifications to perform the Work, each Contractor must be prepared to submit within five (5) days of the request by The City of Commerce, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Proposal must contain evidence of Contractor’s qualification to do business in the State of Georgia, as applicable, or covenant to obtain such qualification prior to contract.

ARTICLE III
INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to The City of Commerce in writing to:

Tommy Heffernan
tommyh@commercega.org
706-336-3297

Replies will be issued by Addenda on our website (www.commercega.org). Questions received less than five (5) days prior to the date for review of Proposals will not be answered. Only questions submitted in writing to the purchasing dept. will receive a response. Addenda shall be binding. Oral and other interpretations or clarification shall be without legal effect.

ARTICLE IV
CONTRACT TERM

City of Commerce intends to award a one-year contract for performance of right-of-way services, with an option to extend up to three additional years, each awarded annually.

ARTICLE V
SUBMISSION OF PROPOSALS

One (1) original and two (2) copies) of the complete signed submittal and must be received **by deadline listed in Division I**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number 17-001 and addressed to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Att: Purchasing Agent

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:00 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

ARTICLE VI
MODIFICATION AND WITHDRAWAL OF PROPOSALS

Section 1.

Proposals may be modified or withdrawn by appropriate document duly executed (in a manner that the Proposal may be executed) and delivered to the place where Proposals are to be submitted at any time prior to the Submittal Deadline.

Section 2.

If, within twenty-four (24) hours after the Submittal Deadline, any Contractor files a duly signed written notice with The City of Commerce, and promptly thereafter demonstrates to the satisfaction of The City of Commerce that there was a material and substantial mistake in the preparation of his Proposal, that Contractor may withdraw his Proposal. Thereafter, that Contractor shall be disqualified from further Proposals on the Work.

ARTICLE VII
AWARD OF CONTRACT

Section 1.

The City of Commerce reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with any potential Contractor, and the right to disregard all nonconforming, non-responsive or conditional Proposals. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

Section 2.

In evaluating Proposals, The City of Commerce shall consider the qualifications of the Contractors, whether or not the Proposals comply with the prescribed requirements, and required alternatives of this document, and unit prices as requested in the proposal forms. It is the City's intent to accept alternatives (if any are accepted) in the order in which they are listed in the Cost of System Components but The City of Commerce may accept them in any order or combination.

Section 3.

The City of Commerce may consider the qualifications and experience of Subcontractors and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of Work may also be considered by The City of Commerce.

Section 4.

The City of Commerce may conduct such investigation as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the satisfaction of The City of Commerce within the prescribed time. The Contractor will assist The City of Commerce in obtaining information needed by The City of Commerce to satisfy the investigation.

Section 5.

The City of Commerce reserves the right to reject the Proposal of any Contractor who does not pass any such evaluation to the satisfaction of The City of Commerce.

Section 6.

If the City of Commerce Contract is to be awarded, it shall be awarded to the Contractor whose evaluation by The City of Commerce indicated to The City of Commerce that the award shall be in the best interest of the City.

Section 7.

If the City of Commerce Contract is to be awarded, The City of Commerce shall give the successful Contractor a Notice to Proceed within sixty (60) days after the date of the Submittal Deadline.

ARTICLE VIII PROPOSAL EVALUATION CRITERIA

Section 1.

To receive evaluation, a Bid must contain as a minimum the following items:

1. A completed Proposal form valid for review
2. Documentation as required in Division III;
3. Proposal prices supplied for all required alternatives, if any;
4. Other documentation as necessary to clarify assumptions or conditions of the Proposal;
5. Completed Affidavit of Compliance or complete Statement of No

Bid.

Section 2.

In evaluating Proposals, it is the intent of The City of Commerce to accept alternates only if they are requested by The City of Commerce through Addendum to this Specification.

Section 3.

The City of Commerce shall consider the qualifications and experience of all Contractors, Subcontractors, and other persons and organizations, including those who are to furnish the principal items of labor, equipment, and service. The City of Commerce may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons, and organization to do the Work in accordance with the Contract Documents to the satisfaction of The City of Commerce within the prescribed time. The Contractor will assist The City of Commerce in obtaining information needed to satisfy the investigation.

Section 4.

Proposal evaluation will be based on the following criteria (not necessarily in the order of importance):

1. Completeness of the Proposal, (i.e. the degree to which it responds to all

- requirements and requests for information contained herein);
2. Degree to which the Contractor meets the technical specifications;
 3. Total cost;
 4. Completion schedule;
 5. Reliability and service requirements of the completed Work;
 6. Maintenance and frequency of inspection required to insure reliable performance of the Work;
 7. Demonstration of general understanding of and responsiveness to the needs of The City of Commerce.
 8. Experience and past performance record of Contractor.

In performing the evaluation, only information contained within the Contractor's Proposal will be considered. Exceptions to Specifications, all of which must be clearly identified, will be evaluated by the same criteria indicated in this Article VIII.

ARTICLE IX COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Request for Proposal (RFP) (Division I, one page total);
2. Instructions to Contractor (Division II);
3. General Conditions of the The City of Commerce Contract and Agreement (Division III);

5. The Specifications, including Addenda Number _____, which is specified as Division IV;
6. Contractor's Proposal, including all attachments submitted at the time of Proposal and any other information submitted subsequent to Proposal based upon the investigation as to qualifications, etc. (Division V).

ARTICLE X RATE ESCALATION

Prices quoted must be firm for a period of one (1) year from the Effective Date. In the event that there are any adjustments that need to be made to such rates beyond this period, both The City of Commerce and Contractor shall make any adjustments on an annual basis in writing. Unless otherwise agreed in writing, all such adjustments shall take effect on the first day of the calendar year. No increase in Fees shall take effect except pursuant to the following process:

- Contractor must notify The City of Commerce of any proposed increase in Fees on or before November 1st of the calendar year prior to when such increase is proposed to take effect.
- On or before December 1st of such year, The City of Commerce shall notify Contractor if it accepts or rejects such proposed increase and, if accepted, such increase shall take effect on January 1st of the next calendar year; provided that failure to provide such notice by such date shall be a rejection unless the parties hereto otherwise agree in writing.

Contractor may not terminate this Agreement due to The City of Commerce's failure to agree to a proposed increase in Fees pursuant to any other process. Notwithstanding anything else herein to the contrary, upon a rejection by The City of Commerce of a proposed rate increase pursuant to the process set forth in this Section, Contractor may terminate this Agreement effective on the first day of the next succeeding calendar year by providing written notice to The City of Commerce within five (5) business days of such rejection.

DIVISION III
GENERAL CONDITIONS

ARTICLE I DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof;

ADDENDA – Written or graphic instruments issued prior to the receipt of Proposals which clarify, correct or change the Proposal Documents or the Contract Documents.

AGREEMENT – The written agreement between Owner and Contractor covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT – The form accepted by Owner which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

CHANGE ORDER – A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

CONTRACT DOCUMENTS – The Agreement, the Request For Proposals contained herein and more specifically identified as ELECTRIC UTILITY RIGHT - OF - WAY CLEARING AND MAINTENANCE

SERVICE, Addenda (which pertain to the Contract Documents), Post-Proposal Addenda, Contractor's Proposal (including documentation accompanying the Proposal) when attached as an exhibit to the Agreement, these General Conditions, the Supplementary Conditions, the Specifications, together with all Modifications issued after the execution of the Agreement.

CONTRACT PRICE – The monies payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

CONTRACTOR - The person, firm, or corporation with whom Owner has entered into an Agreement.

CONTRACT TIME – The number of days stated in the Agreement for the completion of the Work.

DAY – A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE – An adjective which when modifying the word Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

CONTRACT – the contract between The City of Commerce and Contractor by delivery of the Notice of Award as provided herein.

EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

EFFECTIVE DATE OF NOTICES – The date of delivery or mailing as defined in Division III, Article XV, Section 1.

FIELD ORDER – A written order issued by Owner which orders minor changes in the Work which do not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS – Sections of Article II of the Specifications.

MODIFICATION – (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, or (c) A Field Order. A modification may only be issued after the effective date of Agreement.

NOTICE OF AWARD – The written notice by Owner to the apparent successful Contractor with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

NOTICE TO PROCEED – A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run on and which Contractor shall start to perform his obligations under the Contract Documents.

OWNER – The City of Commerce, Georgia (sometimes referred to as “City”).

POST-PROPOSAL ADDENDA – A written amendment of the Proposal Documents, submitted after the receipt of Proposals and prior to the signing of the Agreement, containing the results of negotiations between the Contractor and the Owner.

PROJECT – The total labor, equipment and supervision to be provided under the Contract Documents. The Project may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROPOSAL – The offer of the Contractor submitted on the prescribed form setting forth the price for the Work to be performed.

RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the City who is assigned to the site or any part thereof.

SELLER – Any individual, corporation or firm proposing to supply a service to perform the functions of the Specifications, who has submitted an executed Proposal Form.

SPECIFICATIONS – Those portions of the Contract Documents consisting of written technical descriptions of labor, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any Subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION – The Work (or specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or Specified part) can be utilized for the purposes for which it was intended. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

WORK – The entire completed Project or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and incorporating materials and equipment into the Project, all as required by the Contract Documents.

ARTICLE II PRELIMINARY MATTERS

Section 1. Copies of Documents.

The City of Commerce shall furnish to Contractor up to (3) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of \$50.00 per set.

Section 2. Commencement of Contract Time; Notice to Proceed.

The Contract Time shall commence to run on the thirtieth (30th) day after the effective date of the Agreement, or, if Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth (90th) day after the day of the Proposal acceptance or the thirtieth (30th) day after the effective date of the Agreement. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement.

Section 3. Starting the Project

The Contractor shall start to perform the Work on the date when the Contract Time commences to run.

Section 4. Before starting Work.

- (a) Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to Owner any conflict, error or discrepancy which Contractor may discover.
- (b) Within five (5) days after the effective date of the Agreement, Contractor shall submit to Owner for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of values of the Work.
- (c) Before any Work is started, Contractor shall deliver to Owner certificates which Contractor is required to purchase and maintain in accordance with the Proposal and Agreement.

ARTICLE III

CONTRACT DOCUMENTS: INTENT AND REUSE

Section 1. Intent

- (a) The Contract Documents comprise the entire Agreement between Owner and Contractor concerning the Work. They may be altered only by a written Modification signed by both parties.

(b) The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Owner in writing at once and before proceeding with the Work affected thereby.

(c) It is the intent of the Specifications to describe a complete project to be performed in accordance with the Contract Documents. Any work that may be reasonably inferred from the Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manual or code shall mean those in effect at the time of receipt of Proposals except as may be otherwise specifically stated.

However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of Owner, Contractor or any of their agents or employees from those set forth in the Contract Documents.

(d) The Contract Documents shall be governed by the laws of the State of Georgia.

Section 2. Reuse of Documents

Neither Contractor nor any Subcontractor, manufacturer, supplier or distributor shall have or acquire any title to or ownership rights in any of the Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Owner's consultant and they shall not reuse any of them on extensions of the Project or any

other project without written consent of Owner and specific written verification or adaptation by Owner's consultant.

ARTICLE IV CONTRACTOR'S RESPONSIBILITIES

Section 1. Supervision and Superintendence.

- (a) The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- (b) The Contractor shall keep available at all times during the Project a competent supervisor and one (1) alternate who shall not be replaced without written notice to Owner except under extraordinary circumstances. The Supervisor will be Contractor's representative and shall have authority to act on behalf of the Contractor. All communications given to the Supervisor shall be binding as if given to Contractor.

Section 2. Continuing the Work

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

ARTICLE V
PARTICIPANT'S RESPONSIBILITIES

Section 1. Communications

The Owner shall issue all communications directly to Contractor.

Section 2. Engineer

The Owner may appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of Resident Project Representative.

Section 3. Requests for Changes

In connection with Owner's rights to request changes in the Work in accordance with Article VII of this Division III, Owner (especially in certain instances as provided in Section 4) is obligated to execute Change Orders.

ARTICLE VI
WORK BY OTHERS

Section 1. Owner Supplied Additional Work

The Owner may perform additional Work related to the Project by himself, or have additional Work performed by others, or let other direct Contracts therefor which may contain General Conditions similar to these. The Contractor shall afford the Owner and the other Contractors who are parties to such direct Contracts (or Owner, if Owner is

performing the additional Work with Owner's employees) ample opportunity for the execution of Work, and shall properly connect and coordinate his Work with their Work.

Section 2. Work of Other Contractors

If any part of the Contractor's Work depends upon proper execution or results from the Work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for such proper execution and results.

The Contractor's failure to so report shall constitute an acceptance of the other Work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other Work.

Section 3. Additional Contract Work

If the performance of additional Work by other Contractors or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the Performance of such additional Work by Owner or others involves additional expenses to Contractor or requires an extension of the Contract Time, Contractor may make a claim therefore as provided in Article IX of this Division III.

ARTICLE VII CHANGES IN THE WORK

Section 1. Change Orders

Without invalidating the Agreement, Owner may at any time or from time to time, order additions, deletions or revision in the Work. These alterations will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Price or an extension or shortening of the Contract Time. An equitable adjustment may be made as provided in Article VIII or Article IX of this Division III on the basis of a claim made by either party.

Section 2. Field Orders

The Owner may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in Article VIII or Article IX of this Division III.

Section 3. Authorization for Change

Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

Section 4. Change Order Execution

The Owner shall execute the appropriate Change Orders prepared by the Engineer covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is approved by Owner.

ARTICLE VIII
CHANGE OF CONTRACT PRICE

Section 1. Contract Price

- (a) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

- (b) The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain accurate cost data.

- (c) The value of any Work covered by a Change Order or of any claim for an increase in the Contract Price shall be determined in one of the following ways:
 - 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

 - 2) By mutual acceptance of a lump sum.

Section 2. Adjustment of Unit Prices

- (a) Whenever the cost of any Work is to be determined pursuant to Section 1 (b) and (c) of this Article VIII, Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

- (b) Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated on the Contract Documents, an appropriate Change Order shall be issued on recommendation of Owner to adjust the unit price.

**ARTICLE IX
CHANGE OF CONTRACT TIME**

Section 1. Contract Time

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based in written notice delivered to Owner within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data.

Section 2. Time is of the Essence

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this document shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

**ARTICLE X
WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS,
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

Contractor warrants and guarantees to The City of Commerce that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place may be rejected, corrected or accepted.

**ARTICLE XI
SUSPENSION OF WORK AND TERMINATION**

Section 1. Owner May Suspend Work

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor

which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time, directly attributable to any suspension if he makes a claim therefore as provided in Articles VII and VIII of this Division III.

Section 2. Owner May Terminate

- (a) Upon the occurrence of one or more of the following events, Owner without incurring legal liability may terminate this Agreement:
- (1) If Contractor is adjudged bankrupt or insolvent;
 - (2) If Contractor makes a general assignment for the benefit of creditors;
 - (3) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
 - (4) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - (5) If Contractor repeatedly fails to make prompt payments to Subcontractors for labor or equipment;
 - (6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - (7) If Contractor disregards the authority of Owner;
 - (8) If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, or;
 - (9) Failure of the Contractor to meet agreed schedule to achieve the total annual clearing.

- (b) Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner shall not release Contractor from liability.
- (c) Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

ARTICLE XII

PAYMENTS TO CONTRACTOR AND COMPLETION

Section 1. Final Payment and Acceptance

If, on the basis of Owner's observance of the Work during the project and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, and Owner is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Owner shall, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment. Otherwise, Owner will return Application to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall within thirty (30) days after receipt thereof, pay Contractor.

Section 2. Contractor's Continuing Obligation

The Contractors' obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment by Owner, nor any payment by Owner to Contractor under the Contract Documents, nor any use of the Work or any part thereof by Owner, nor any act of

acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by Owner nor any correction of defective Work by Owner shall constitute an acceptance of Work not in Accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

Section 3. Waiver of Claims

The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Section 1 or from failure to comply with the Contract Documents of the terms of any special guarantees specified therein. However, it shall not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and
- (b) A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE XIII INSURANCE

During the Contractor's performance hereunder, the Contractor shall take out and maintain insurance with the following minimum requirements:

1. Workmen's compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the Proposal.
2. Public liability and property damage liability insurance covering all operations under the Proposal: limits for bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident and \$1,000,000 aggregate for accidents during the policy period.

3. Automobile liability insurance on all self-propelled vehicles used in connection with the Proposal, whether owned, non-owned, or hired; and public liability limits of not less than \$1,000,000 for one person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in (2) and (3) of this Article XIII. In any such event, the additional insurance shall be added to the contract price.

Upon request, the Contractor shall furnish to the Owner a certificate in such form to prescribe compliance with the forgoing requirements.

ARTICLE XIV NON-ASSIGNMENT OF CONTRACT

The Contractor will not assign the Agreement, or any part thereof, or enter into any contract with any person, firm, or corporation, for the performance of the Contractor's obligations hereunder or any part hereof, without the approval, in writing, of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any; provided, however, the Contractor may subcontract the whole or any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site (as distinguished from furnishing and delivering equipment and material). If the Contractor, with the consent of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any, shall enter into any Subcontract with any Subcontractor for the performance of any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site, the Contractor shall be as fully responsible to the Owner for the acts and omissions of such Subcontractor and of persons employed by such Subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

ARTICLE XV
MISCELLANEOUS CONDITIONS

Section 1. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Section 2. Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

Section 3. General

- (a) Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

- (b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Article X and Article XII of this Division III, and all of the rights and remedies available to Owner hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special

warranty or guarantee or by other provisions of the Contract Documents, in connection with each particular duty, obligation, right and remedy to which they apply. All representation, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Section 4. Immigration

Contractor hereby acknowledges that its compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, including but not limited to Contractor's current and continued participation in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), is a condition of this Agreement. Upon execution of this Agreement, Contractor shall promptly attest to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by executing the Contractor's Affidavit attached hereto as Attachment B. The Contractor's Affidavit shall be attached to and become a part of this Agreement. Contractor further acknowledges that all portions of this Agreement pertaining to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

- (a) Contractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), specifically including all of its I-9 employer verification provisions. Contractor warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. Contractor warrants that it is not now, and has not ever been, subject to an I-9 employer verification audit. Contractor warrants that it has an I-9 and verification policy that it implements throughout the company. Should Contractor ever be made aware of any government audit of its employer verification system, it will notify The City of Commerce of such an audit.

- (b) Contractor warrants that any Subcontractor who will provide services pursuant to this Agreement shall comply with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02. Contractor shall secure the attestation of such Subcontractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by the Subcontractor's execution of the Subcontractor's Affidavit attached hereto as Attachment C, and any such executed Subcontractor Affidavits shall become a part of the Contractor's agreement with the Subcontractor. Contractor shall maintain records of all such Subcontractor Affidavits for inspection by The City of Commerce at any time. Contractor shall require all Subcontractors to register and fully participate in the Federal Work Authorization Program to verify work authorization of all new employees and Subcontractors. The failure of a Subcontractor to register and fully participate in the Federal Work Authorization Program will be grounds for immediate termination of this Agreement and any other agreement with Contractor.
- (c) The City of Commerce shall be entitled, without prior notice, to immediately terminate this Agreement and any other agreement with Contractor if, at any time, Contractor or any Subcontractor employed by Contractor to perform services under this Agreement has failed to register or fully participate in the Federal Work Authorization Verification Program.
- (d) Contractor agrees to indemnify, defend and hold harmless The City of Commerce for any costs, damages, or expenses, including but not limited to attorneys' fees, related to the employment of unauthorized workers by Contractor or any Subcontractor employed by Contractor to perform services under this Agreement.

Section 5. Indemnification

Contractor and Subcontractors agree to indemnify, defend and hold harmless The City of Commerce, and their respective officers, employees and agents against any and all liability, cost, loss, damages, indebtedness, obligation, expense, causes of action, demands, claims or judgments, including, but not limited to, attorney's fees and litigation expenses, arising out of the performance of, or failure to perform, their respective duties in accordance with the Agreement or otherwise related to the

Agreement. The term "hold harmless" means to hold harmless from, indemnify and defend against, and pay promptly on demand thereof any and all liability, cost, loss, damages, indebtedness, obligation, expense (including, without limitation, attorney's fees and court costs), causes of action, demands, claims or judgments, arising out of or incurred in connection with an identified circumstance, incident, condition, relationship, time period or other matter.

DIVISION IV
SPECIFICATIONS

ARTICLE I
SCOPE OF PROJECT

The City of Commerce is requesting proposals from several contractors who regularly engage in Right-of-Way Clearing and Maintenance services. The City of Commerce will select the most technically qualified and the most economically acceptable organization for a contract to provide this service over a one-year contract with an option to extend up to three additional years awarded annually.

ARTICLE II
CONTRACTOR REQUIREMENTS

GENERAL

The Contractor will provide all labor, equipment, supplies, tools, and supervision to accomplish the right-of-way clearing and maintenance for the proposed fee.

All Work will be completed in a professional and workmanlike manner with a high degree of importance placed on successful contact with the citizens of the city and the landowners. The Contractor personnel will obtain their own permission to trim, with support as needed by City of Commerce personnel.

Each Work site must be left clean and free of debris at the end of each Work day. No limbs that have been cut or broken in the trimming effort may be left hanging at the end of any day. All chips are to be dumped at a location as determined by the City of Commerce, unless otherwise directed by the Property Owner.

PROPERTY DAMAGE

The Contractor shall be responsible for all property damage associated with gaining access to the Work by the Contractor, as well as all damage resulting to property or other facilities from the Contractor's Work. All damage claims shall result in contact with the person making the claim by the Contractor within 72 hours. The Contractor's responsibility for damage shall include return to original condition of the site as found, and notification to the City of Commerce.

ARBORIST REQUIREMENT

Qualified Contractors shall have a minimum of one certified arborist on staff available to oversee their crew's work as required at the request of the City.

REQUIREMENTS FOR WORKING IN PROXIMITY OF ENERGIZED LINE

The Contractor shall obey all national, state, and local rules for working in the proximity of energized lines during the conduct of this project. This includes all OSHA, NESC, IEEE, ANSI, and The City of Commerce operating requirements.

ARTICLE III REQUIREMENTS

The City of Commerce will be responsible for the following requirements:

1. Accept the start time scheduling call from the Contractor;
2. Make work assignments to the Contractor as needed to assure an even flow of work and compliance;
3. Have personnel present at agreed time for defining and starting the Work;
4. Provide access to the assigned clearing and maintenance sites as needed by the Contractor;
5. Provide a location for the Contractor to dump the chips;
6. Monitor the Work and progress by the Contractor;
7. Receive **monthly** billing invoices and make payments to the Contractor

ARTICLE IV
ACCEPTANCE AND PAYMENT FOR WORK
COMPLETED

Weekly time and charge sheets must be submitted to the City once per week during the Work period. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted, reviewed and paid by the City of Commerce once per month.

ARTICLE V
METHODS OF TRIMMING UNITS TO BE USED

The City of Commerce requirements for the clearance from the powerline, are as follows:

- A. Five to Fifteen feet from the centerline of the power line, ground to sky. Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally five to fifteen feet from the center line of the power line to the edge. All tree stumps will be removed to a height no greater than two inches above ground level.

- B. Five to fifteen feet from the center line measured above and to each side of the line, five feet below with the lowest electric system conductor and continuing upward to include all overhanging limbs.

Under this specification, all vegetation will be removed to produce five to fifteen feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

- C. Five to Fifteen feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed.

Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

The following method will be used for billing between the City of Commerce and the Contractor:

1. Per hour charges for personnel and all equipment.
Any item of equipment or classification of person for which an invoice will be issued must be itemized in the hourly charge schedule of the Contract;
2. The ideal quote will include pricing for a three man crew with a bucket truck and a follow-up truck with wood chipper.

DIVISION V
PROPOSAL FORMS

Attachment A

PROPOSAL TO PROVIDE ELECTRIC UTILITY CLEARING AND MAINTENANCE

I have carefully examined the Invitation to Bid, Instructions to Contractors, General Conditions, Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to provide the service specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached COST OF SYSTEM COMPONENTS sheets.

I certify that I am duly authorized to submit this bid on behalf of the Contractor and that the Contractor is ready, willing and able to perform if awarded the bid.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number	_	Dated	_
Number	_	Dated	_

Respectfully submitted:

Company Name: _

Signature: _

(Authorized Representative)

(Type or Print Name of Signer)

Address: _

E-Mail Address:

Telephone Number:

Toll Free Number:

Fax Number:

Date:

)

Attachment B

CONTRACTOR’S ELIGIBILITY VERIFICATION AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Commerce has registered with and is participating in the federal work authorization program known as the “Employment Eligibility Verification (EEV)/Basic Pilot Program” (the “Federal Work Authorization Program”), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

The undersigned further agrees that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to the The City of Commerce Contract the contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. Section 13-10- 91 and Georgia Comp. R. & Regs. 300-10-1.02 on the Subcontractor Affidavit provided to contractor. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Commerce at the time the subcontractor is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

(Contractor Name)

(Date)

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Agent or Officer

SUBSCRIBED AND SWORN BEFORE ME THIS _ DAY OF _ , 20_

Notary Public

My Commission Expires

Attachment C

SUBCONTRACTOR’S ELIGIBILITY VERIFICATION AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with _____ on behalf of The City of Commerce has registered with and is participating in the federal work authorization program known as the “Employment Eligibility Verification (EEV)/Basic Pilot Program” (the “Federal Work Authorization Program”), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

EEV/Basic Pilot Program User Identification Number

(Contractor Name)

(Date)

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Agent or Officer

SUBSCRIBED AND SWORN BEFORE ME THIS _ DAY OF _ , 20_

Notary Public

My Commission Expires

COST OF SYSTEMS COMPONENTS

Here set forth the unit prices for personnel and equipment and supplies.