



City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-631-2515
Fax: 770-631-2507
PeachtreeCityGA.gov

Purchasing Department

June 27, 2022

Ladies and Gentlemen:

The City of Peachtree City will be accepting sealed bids (one original and two copies) from qualified, licensed contractors for **Tree Trimming and Removal Services** on a contractual as, if, and/or when requested basis in the City of Peachtree City.

The City expects to enter into a contract for services for fiscal year 2023, (October 1, 2022 – September 30, 2023) with the option of extending the contract for two (2) additional fiscal years (October 1 – September 30).

Specifications, directions, bid forms, plans and other conditions are available at the City's website at www.peachtree-city.org. All bids must strictly conform to the specifications and other bids documents.

Sealed bids (one original and two copies) will be received by Angela Egan, Purchasing Agent, at City Hall, 151 Willowbend Road, Peachtree City, Georgia, until **3:00 p.m. on Tuesday, August 2, 2022**, at which time and place the bids will be opened and read aloud. Bids received after the set time will not be considered. All bids must strictly conform to the plans, specifications or other bid documents.

Bids (one original and two copies) are to be submitted in a sealed envelope, with the name of the project (**Tree Trimming and Removal Services, #22-113BPW**) clearly marked on the front. **The date and time of opening are also to be included, along with the name of the company submitting the bid.** The bid made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

No bids may be withdrawn for a period of sixty (60) days after the scheduled time to receive the bids. **Any request for clarification must be submitted in writing** (hand delivery, email aegan@peachtree-city.org or regular mail) to Angela Egan, Purchasing Manager, by the close of business, five business days prior to the submission of bids. Any clarification issued will be in the form of an addendum to the bid instructions, plans, or specifications, and placed on the City's web site not later than seventy-two (72) hours prior to the time of submission of bids. **Although the Purchasing Department will make effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.**

The City reserves the right to bid a project in phases and award the contract on the phases it deems to be in the City's best interest.

The City will choose the lowest, best, responsible, and/or responsive bidder. The City will exercise its discretion in awarding the contract to the bidder who best satisfies the needs of the City. The City also reserves the right to reject any and all bids and to waive any and all irregularities. The City's policy and procedures for the bidding process are available in the Purchasing Department for inspection.

Bids will not be accepted from any person, firm or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity. The bid made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer; and the principal place of business must be shown.

Ownership of all data, materials, and documentation prepared for and submitted to the City in response to this request for qualifications shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.

Sincerely,



Angela Egan
Purchasing Agent

Enclosures

ARE/TREE TRIMMING AND REMOVAL SERVICES – 22-113BPW

**CITY OF PEACHTREE CITY
TREE TRIMMING AND REMOVAL SERVICES**

SPECIFICATIONS

The City of Peachtree City is soliciting bids from qualified firms for the removal of dead, dangerous, and/or diseased trees and the trimming of branches as requested by the City. All trees are located on City-owned properties, rights-of-way, and greenbelts within the City of Peachtree City.

The City expects to enter into a contract for services for fiscal year 2023 (October 1, 2022 - September 30, 2023), with the option of extending the contract for two (2) additional fiscal years (October 1 – September 30).

The Contractor selected will be required to supply the City with an Insurance Certificate showing that they carry a minimum of \$1,000,000.00 of liability insurance on the equipment, automobile liability insurance and that they carry the necessary Workers' Compensation Insurance on all employees. **The insurance requirements are outlined in the attached contract.**

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Total tree removal shall include, at a minimum, cutting down the specified tree(s) level/flush to the ground so as not to leave any visible stump, de-limbing, chopping/chipping and hauling all residue off the premises. Debris must be hauled off immediately upon completion of job. Limbs removed from living trees must be cut so as not to damage the limb collar. Stump grinding may be required on a case-by-case basis and when required shall be completed in accordance with (IAW) industry standards. All debris from the grinding of the stump shall be removed, unless otherwise specified by the Contract Administrator. Use of the City's compost site located at 100 Rockaway Road, Peachtree City, GA 30269 will be permitted to be used for disposal of City tree, limbs, and other natural debris collected during City jobs. Any use of the compost site for disposal of debris from non-City jobs is forbidden.

GENERAL CONDITIONS

COMPANY PERSONNEL

All personnel of the company that will work on City of Peachtree City properties must be uniformed with their company logo clearly visible on their uniform. The vehicle will have the company's name printed at the back or either side of the vehicle(s). At least one (1) contact person on each crew must be able to communicate verbally with the Peachtree City Contracts Administrator to resolve any issues on site. At least one (1) member of each crew that works on Peachtree City sites must have a valid Georgia Driver's License.

Upon award, contractor shall supply a complete list of all employees to the purchasing department. Employees must be able to pass a background check suitable for working within 1000' feet of areas where minors congregate which shall include all public and private parks and recreation facilities, playgrounds, skating rinks, neighborhood centers, gymnasiums, school bus stops, and public and community swimming pools; as approved by the City of Peachtree City Police Chief or their designee. Any employees hired after contract starts must also be able to pass a background test. Submit to purchasing.

WORKING HOURS

For the purpose of this contract, normal working hours (“Regular Hours”) will be from 7:30 A.M. through 5:00 P.M. Monday through Friday, excluding Peachtree City holidays. The successful bidder shall be capable of responding to emergency calls within one (1) hour of a call from City personnel. The successful bidder will be required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week, including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful contractors must respond to requests in accordance with the following criteria:

- A. Emergency Requests: Services must be provided within one (1) hour to mitigate the emergency situation.
- B. Urgent Requests: Services must be provided within twenty-four (24) hours.
- C. Routine Requests: Services must be provided within seventy-two (72) hours.

Service rates will be charged for emergency, urgent, and routine requests according to the basic hourly rates. It is expected that nearly all work under this contract will be during “Regular Hours”.

Bidders will be required to submit pricing based on the following criteria:

- **Regular Hours** shall be 7:30 AM to 5:00 PM, Monday through Friday, excluding Peachtree City holidays.
- **After Hours** shall be Midnight to 7:30 AM and 5:00 PM to Midnight, Monday through Friday, excluding Peachtree City holidays.
- **Weekends** shall be Saturday and Sunday, Midnight to Midnight.
- **Holidays** shall be all recognized Peachtree City holidays, Midnight to Midnight.

ADDITIONAL REQUIREMENTS

1. Vendor must have a climber with a minimum of three (3) consecutive years of experience.
2. Vendor must have certified flagging staff for directing traffic as necessary during jobs.
3. There shall be at least one person in a position of responsibility always representing the Contractor on site that can translate from English to the language used by the workforce.
4. Emergency responses are rare but when required, the contractor shall make every effort to respond within one hour but in no case shall the response take longer than three hours. Response is defined as an actual crew on site. In addition, the City does not pay portal to portal. Only actual on-site hours shall be charged and paid.
5. All equipment must be included in the price per man hour. No additional equipment costs can be added.
6. In an emergency situation, as defined by the Project Manager, the City will have personnel on site to help direct traffic. Contractor will need signs or barricades to let people be aware that tree work is being done. The Contract Manager will advise if the area where the tree needs removed will require additional people.

Federal Work Authorization Program (§ O.C.G.A. 13-10-91)

The City may not enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program. "Physical performance of services" is defined as the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public property within Georgia, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer within Georgia under a contract or other bidding process".

Although the Georgia law for private employers has a structured phase-in timeline in an attempt to ease private employers into compliance based upon their business size, only those companies registered with, authorized to use and currently using 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, shall be considered.

Before a bid for the physical performance of services is considered by the City, the bid must include a signed, notarized affidavit from the contractor attesting to the following:

- (1) The affiant has registered with, is authorized to use, and uses the federal work authorization program.
- (2) The user identification number and date of authorization for the affiant;
- (3) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (4) The affiant 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 same information as required in numbers 1-3 above.

If a contractor does not have any employees and does not intend to hire any employees, in lieu of the above affidavit the contractor may provide a copy of state-issued driver's license or identification card to the City for each independent contractor utilized in satisfaction of part or all of the contract with the City. However, a driver's license or identification card will be acceptable if it is issued by a state that verifies lawful immigration status. The Georgia Attorney General will provide a list of states that verify lawful immigration status and post this list on its website. The City must confirm that all of the copies of driver's licenses and identification cards presented to it come from states that verify lawful immigration status.

Return attached Contractor Affidavit, fully completed and notarized, with bid document. Federal Work Authorization User Identification Number should not be confused with tax ID number.

**CITY OF PEACHTREE CITY
BID TENDER FORM
TREE TRIMMING AND REMOVAL SERVICES**

Owner: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Bidder's Name and Address:

Due Date: _____

Ladies and Gentlemen:

Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the activity known as:

TREE TRIMMING AND REMOVAL SERVICES

including any Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the proposed work, **hereby proposes and agrees to fully perform the work** in strict accordance with the Contract Documents, including furnishing any and all labor, equipment, and materials, and to do all of the work in accordance with the Contract Documents for the following **unit cost**:

- 1. Regular Hours: \$ _____/person / hour
- 2. After Hours: \$ _____/person / hour
- 3. Weekends: \$ _____/person / hour
- 4. Holidays: \$ _____/person / hour

- 5. Stump Grinding
 - 0 – 6" \$ _____
 - 7" – 12" \$ _____
 - 13" – 20" \$ _____
 - 21" – and up \$ _____

NOTE: Partial hours shall be billed in one-quarter-hour increments (e.g., 2.75 hours).

NOTE: Bidders should not add any conditions or qualifying statements to this Bid or the Bid may be declared irregular as being non-responsive.

SUBMITTED BY:

NAME OF FIRM: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

AUTHORIZED SIGNATURE: _____

SIGNATURE PRINTED: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

**CITY OF PEACHTREE CITY
QUESTIONNAIRE SHEET**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business providing tree trim & removal services?

2. Have you **ever** failed to complete work awarded to you: if so, where and why?

4. The following are named as **THREE** relevant municipalities, counties, cities, corporations or individuals for which you have completed similar projects in the last five (5) years: (Give company name, contact person, address, telephone number and the project name).

(use additional pages as needed)

5. Will you sublet any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:

(use additional pages as needed)

7. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Correct Name of Bidder

(a) The business is a (Proprietorship) (Partnership) (Corporation).

(b) The address of principal place of business is:

(c) The telephone number and fax number are:

(d) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

| | |
|------|-------|
| Name | Title |
|------|-------|

| | |
|------|-------|
| Name | Title |
|------|-------|

| | |
|------|-------|
| Name | Title |
|------|-------|

Bidder

(e) The name(s) of the agent of the corporation registered with the Secretary of State and address:

| | |
|------|-------|
| Name | Title |
|------|-------|

Address

END OF SECTION

CITY OF PEACHTREE CITY

INSTRUCTIONS TO BIDDER

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have force and weight with the specifications and strict compliance is required with all the provisions herein contained.

QUALIFICATIONS OF BIDDERS: No bid will be accepted from, nor will any contract be awarded to, any person or firm who is in arrears to the City of Peachtree City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City or who is deemed irresponsible or unreliable by the City Council of Peachtree City.

PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No information derived from maps, plans, specifications or from the Project Manager, or City employees shall relieve the contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES: Any seeming inconsistency between different provisions of the plans, specifications, proposals or contract or any point requiring explanation must be inquired into by the bidder, in writing, by the close of business, five business days prior to the submission of bids. After bids are opened, the bidders shall abide by the decision of Project Manager as to such interpretation.

FORM OF BIDS: Each bid and its accompanying statements must be made on the blanks provided therefore and found herewith. The forms must be submitted in good order and with all the blanks filled in. The forms must be enclosed in a sealed envelope when submitted to the Purchasing Agent, City of Peachtree City, Georgia, and must show the name of the bidder and a statement as to its contents. The bid must be signed by one duly authorized to do so, and in case signed by the deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the bid. No bid will be accepted, for any reason whatsoever, which is not submitted to the Purchasing Agent as stated above, within the specified time.

FILLING IN BIDS: All prices must be written in the bid and also stated in figures, and all bids must fully cover all items for which bids are herein asked and no other. Bidders are required to state the names and places of residence of all persons interested herein, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the bid is in all respects fair and without collusion or fraud. Where more than one person is interested, it is required that all persons so interested or their legal representative make all verification and subscribe to the bid.

CAUSES FOR REJECTION: No bid will be canvassed, considered or accepted which in the opinion of the Project Manager is informal or unbalanced, or contains inadequate or unreasonable prices for any items each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to contain bids for all items called for in the schedule shall render the bid voidable.

REJECTION OF BIDS: The City reserves the right to reject any bid, if the evidence submitted by the bidder, or if the investigation of such bidder fails to satisfy the City that such bidder is properly qualified

to carry out the obligations and to complete the work contemplated therein. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. Bids will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive any and all irregularities as may be deemed best for the interests of the City.

WITHDRAWALS: Any bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid. After expiration of the period of receiving bids, no bid can be withdrawn, modified, or explained.

CONTRACT: The bidder to whom the award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as hereinafter specified, within ten (10) calendar days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as herein provide, the award may be annulled and the contract let to the next higher bidder who is reliable, and responsible in the opinion of the City Council. Such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

A corporation to which a contract is awarded will be required to furnish a certificate as to its corporate existence and evidence that the officer signing the contract is authorized to do so on the behalf of the corporation. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after the completion of the work and receipt of the final payment.

ENFORCEMENT OF SPECIFICATIONS: Copies of the specifications will be placed in the hands of all the assistants to the Project Manager and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

COPIES OF PLANS AND SPECIFICATIONS: Copies of the specifications, details, contract and bonds are on file in the office of the Purchasing Agent of Peachtree City, and may be examined by the bidder.

GENERAL: Bidders shall completely fill out the bid, the questionnaire and the affidavit herein contained.

Bidders are invited to be present at the time of opening of bids.

The City Council of the City of Peachtree City reserves the right to reject any of all bids or any part of any bid.

SCOPE OF WORK: The work included in this project consists of furnishing all labor, materials, equipment, services and incidentals necessary for the completion of the project described in the Specifications for the City of Peachtree City.

INSURANCE: The bidder's attention is directed to the insurance requirements set out in the Contract, herein. The Contractor will be required to furnish a certificate of insurance to the City prior to execution of the contract by the City.

BASIS OF PAYMENT: Payment shall be made on the basis of hourly price given in the bid. Hourly prices will be applied to the actual hours worked, as specified, in order to determine payment. Payment terms are net 30.

ACCEPTANCE PERIOD: The bidder shall hold his bid good for acceptance by the City for a period not less than sixty (60) calendar days following the date of the bid opening.

METHOD OF AWARD: Award of the contract, if made at all, will be based on the lowest, best, responsible or responsive bid from a qualified contractor.

BASIS FOR BID AND CONTRACT: The price basis for bids and for the contract shall be the unit cost as bid. No additional amount shall be paid by the City unless it is extra work approved and authorized by change order as described in the General Conditions.

SPECIAL CONDITIONS: In general, when requirements included in the Special Conditions are also included in the General and/or Supplemental General Conditions, the more stringent conditions shall govern.

END OF SECTION

**CITY OF PEACHTREE CITY
CONTRACT AGREEMENT FOR
TREE TRIMMING AND REMOVAL**

This AGREEMENT is made and entered this _____ day of _____, 2022, by and between **THE CITY OF PEACHTREE CITY, GEORGIA**, called “**CITY**”, and _____ called the “**CONTRACTOR**”.

The CONTRACTOR agrees to perform all the work described in the BID SPECIFICATIONS. This work will be performed for the sum of

- 1. Regular Hours: \$ _____/person / hour
 - 2. After Hours: \$ _____/person / hour
 - 3. Weekends: \$ _____/person / hour
 - 4. Holidays: \$ _____/person / hour
-
- | | | |
|----------------|--------------|----------|
| Stump Grinding | 0 – 6” | \$ _____ |
| | 7” – 12” | \$ _____ |
| | 13” – 20” | \$ _____ |
| | 21” – and up | \$ _____ |

Partial hours shall be billed in one-quarter-hour increments (e.g., 2.75 hours).

The CITY will pay for no additional work unless expressly authorized by a written Change Order.

The BID SPECIFICATIONS and the BID TENDER FORM are part of the CONTRACT AGREEMENT.

The City expects to enter into a contract for services for fiscal year 2023 (October 1, 2022 – September 30, 2023), with the option of extending the contract for two (2) additional fiscal years (October 1 – September 30).

The CONTRACTOR hereby agrees to perform the work under this contract as an independent contractor, and not as a subcontractor, agent, or employee of the CITY. The CONTRACTOR, upon execution of the contract, agrees to indemnify, protect, defend and hold the CITY and their officer, agents, and employees free and unharmed against any liabilities whatsoever (except for liabilities created by the sole negligence of the CITY and their officers, agent, and employees) resulting in connection with the performance of the work by the contractor, his employees, or subcontractors. The contractor's said obligation to protect, defend and hold the CITY and their officers, agents and employees free and unharmed against any such liabilities shall have a monetary limitation of \$1,000,000.00.

The CONTRACTOR shall not begin work under the contract until after he has obtained all the minimum insurance herein described, and such insurance has been approved by the CITY, nor shall the contractor permit any subcontractor to begin work until after similar minimum insurance to cover the subcontract has been obtained and approved.

Proof of insurance coverage must be submitted for approval. In addition to the minimum coverage outlined, the provisions of the various policies are subject to the City's approval, and a copy may be requested for inspection.

The contractor shall procure and maintain at his expense during the life of the contract the following minimum insurance, with the City of Peachtree City named as additional insured:

- A. Commercial General Liability, Contractual Liability, and Products/Completed operations liability, Owners and Contractors Protective Liability, and Personal Injury Liability Insurance covering all operations required to complete the work, including coverage or damage caused by explosion, collapse, or structural injury and damage to underground utilities with \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability for each occurrence.

The Contractual Liability Insurance Coverage insuring the performance of the contractual obligations assumed by the Contractor by acceptance of this contract, including specifically, but without limitation thereto, the above mentioned agreement, included herein.

- B. Comprehensive Automobile Liability Insurance with \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability for each occurrence. This insurance is to apply to all owned, non-owned, and hired automobiles and other vehicles used by the Contractor in the performance of the work.
- C. Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act, and the Jones Act. Employer's Liability Insurance shall be provided with minimum limits of:

- Bodily injury by accident - \$100,000.00 each accident
- Bodily injury by disease - \$500,000.00 policy limit
- Bodily injury by disease - \$100,000.00 each employee

The CITY will pay the contractor upon submission of written invoices on regular cycles after each cycle's work has been completed and approved by signature by an authorized representative of the Public Works Department. Payment terms are net 30 days.

This CONTRACT will become binding upon return of a signed copy to the CITY. An authorized representative of both the CONTRACTOR and the CITY must sign the executed copy.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have signed this CONTRACT as of the day and year herein written.

Accepted _____, 2022.

CONTRACTOR :

CITY OF PEACHTREE CITY

By: _____
(Sign in blue ink)

City Manager

Title: _____

Address: _____

City, State & Zip: _____

Email contact: _____

Phone Number: _____

