

BID #WG21-17 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

It is the intent of the County to award to one vendor.

Purchase Orders will be issued for the services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive

Automobile Liability Insurance shall be \$500,000; combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

TREE REMOVAL AND DISPOSAL

1. SCOPE

- The intent of the bid is to obtain a contract with a tree removal service in order to remove trees that county forces cannot remove.

2. PERSONAL QUALIFICATIONS

- Every member of the crew on the job site must have "Line Clearance" certifications.
- Company must have a certified ISA stationed in Baldwin County in order to direct crews.
- Every crew member must have all appropriate OSHA certifications.

3. RESPONSE TIME

- Contractor must have crews on job site within 36 hours after receiving Purchase Order, unless otherwise directed in writing by the Baldwin County Highway Supervisor.
- Under No Circumstance shall work be completed on weekends nor will overtime be used without prior approval from Baldwin County Highway Department.
- The Baldwin County Highway Department shall be notified 24 hours in advance of any tree removal services being performed to coordinate inspection personnel.

4. CREW SIZE AND EQUIPMENT

- Baldwin County Highway Department must approve crew size and equipment for each job.
- Any equipment not listed on the bid sheet shall be paid per Blue Book rates.
- Any saws and other hand tools shall be subsidiary items to the equipment hourly rates

- Contractor shall take great care not to damage any county property or private property. Any damages or repairs shall be the responsibility of the contractor.
- If the Baldwin County Highway Department is not satisfied with the quality or quantity of work being provided, the Department reserves the right to cancel contract or revert to next low bidder.
- All work shall be completed on Baldwin County maintained right-of-ways unless otherwise directed in writing by Baldwin County Highway Department.
- Any temporary work easements required to perform the job shall be the responsibilities of the contractor.
- Stump Grinding price shall include equipment, labor and materials
- Bid shall be evaluated based on a standard crew size listed below.

1 Aerial Lift 4x4
 1 Foreman
 1 Equipment Operator
 1 Trimmer

5. INVOICE BILLING

- Invoices must be broken down to show labor and equipment by unit prices separately.
- Billing rates shall include only on the job tree removal. All disposal costs shall be subsidiary to equipment rates.

BID #WG21-17 RESPONSE FORM

Provision of Tree Removal & Disposal Services

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Date: _____

Company Name: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH THE BID RESPONSE

BID #WG21-17 RESPONSE FORM

Provision of Tree Removal & Disposal Services

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LABOR

	<u>BILLING RATE PER HOUR</u>	
	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
Standard Crew Size (1-Foreman, 1-Equipment Operator, 1-Trimmer)	_____	_____

EQUIPMENT

<u>DESCRIPTION</u>	<u>RATE PER HOUR</u>
Aerial Lift Big Foot 4x4	_____
Aerial Lift 4x4	_____
Aerial Lift 2WD	_____
Chipper	_____
Pickup	_____
Loader Truck 2-ton w/grapple & dump	_____

STUMP GRINDING

	<u>EACH</u>
6 in. Diameter to 11.99 in. Diameter	_____
12 in. Diameter to 23.99 in. Diameter	_____
24 in. Diameter to 47.99 in. Diameter	_____
48 in. Diameter and Greater	_____