

CONTRACT ROUTING FORM

Contract No. _____ Project No. _____ Bid No. _____ RFP No. _____

☐ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR:

CONTRACT DESCRIPTION:

CONTRACT VALUE:

GL ACCOUNT NO:

GRANT FUNDED: ☐ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Nicole Avery

9/2/2021

PURCHASING/CONTRACT COORDINATOR

DATE

LEGAL DEPARTMENT

DATE

DIRECTOR ADMINISTERING CONTRACT
(greater than \$10,000)

DATE

APPROVED and EXECUTED

n/a

DIRECTOR ADMINISTERING CONTRACT
(\$10,000 or less)

DATE

n/a

CITY MANAGER/ASST CITY MANAGER
(\$50,000 or less)

DATE

MAYOR/CITY SECRETARY ATTESTS (if applicable)

DATE

FINAL PROCESSING

PURCHASING

DATE

for Purchasing Use Only

Insurance Certificates: attached

Performance Bond: X

Payment Bond: X

Form 1295: 2021-797263

For City Secretary Use Only

Originals sent to CSO:

Scanned into Laserfiche/Global:

Council Date:

Item No.:



TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

ITB No. 202148

Due: JULY 2, 2021 2PM

INVITATION TO BID SERVICES

300-1 Industrial Ave
Georgetown, TX 78626

PO Box 409
Georgetown, TX 78627

ITB No. 202148
Tree Trimming and Vegetation Management Services

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INTRODUCTION

Bids are solicited for **Tree Trimming and Vegetation Management Services** with the following definitions, term and conditions of bidding. Upon City's acceptance of a Bid and issuance of a Purchase Order or Notice to Proceed, this Invitation to Bid shall be incorporated into the agreement between the Parties.

The Successful Bidder must meet all requirements of the Invitation to Bid, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this Bid.

DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Bidder to furnish the goods or equipment specified within this solicitation and obligating the City to pay for the goods or equipment as specified. This may be an authorized purchase order.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed and submitted response to this solicitation that, if accepted, would bind the Bidder to perform the resulting contract.

C. BIDDER

The entity or individual who is identified throughout the solicitation that they consider themselves qualified to provide the goods or equipment specified herein, and are interested in making an offer to provide the goods or equipment to the City.

D. CITY

The City of Georgetown, located in Williamson County, Texas, and the owner of the Georgetown Electric Utility.

E. CITY COUNCIL – The governing body of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business, including the operation of the Georgetown Electric Utility, as conferred by the City Charter and State Constitution and Laws.

F. E-BID SYSTEM

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Bidders and allows interested Bidders to submit Bids in response to advertisement for invitation. The term "e-bid" and/or "electronic bid" means the Bidders' electronic bid submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used inter-changeably to describe the above invitation for bid process to submit an authorized bid to the City in response to an Invitation to Bid.

G. GOODS

Materials, supplies, commodities and/or equipment.

H. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

I. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

J. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions and specifications for the goods or equipment to be procured.

K. VENDOR

Person or business enterprise providing goods, equipment or services to the City as fulfillment of obligations arising from an agreement or purchase order.

NOTICE TO BIDDERS

A. NOTICE

All Bids are due on or before **2:00 p.m. on July 2, 2021**. Solicitations are posted and available to download from the City of Georgetown's On-Line Bidding System at <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>.

Bidders may receive notice of Bids from the City of Georgetown from a variety of channels. Approved methods of dissemination include: City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

B. RECEIPT OF BIDS

1. Electronic Sealed Bids. Electronic Bids shall be submitted through the City's web site at: <https://georgetown.ionwave.net/Login.aspx>. All interested Bidders are required to register as a "Bidder" on the City's E-bid System at the above web address and clicking on "Bidder Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Bids shall be uploaded in the E-bid system and submitted electronically through this system to the City of Georgetown, Purchasing Manager, 300-1 Industrial Ave., Georgetown, TX 78626.

Electronic Bids must be received prior to the time and date specified in the City's E-bid System. The mere fact that the Bid was dispatched will not be considered; the Bidder must ensure that the Bid was properly uploaded in the System. The time Bids are received shall be determined by

the electronic clock in the City's E-bid System.

C. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted electronically via the City's E-bid system in writing to the following individual:

Nicole Abrego

Senior Buyer

The deadline for written electronic questions is **June 25, 2021 at @ 5:00 p.m.**

D. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Bidders	June 16, 2021
Advertisement Dates	June 20 and 27, 2021
Deadline for Questions and Inquiries	June 25, 2021, 5PM
ITB Due Date	July 2, 2021, 2PM
Earliest Award by City	August 10, 2021

The City reserves the right to modify these dates.

STANDARD TERMS and CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the City Council, or their designee, this Invitation to Bid and the Bid effect a working contract between the City and the successful Bidder. A Purchase Order is required prior to the delivery of any goods or services provided to the City.

B. ABSENCE of PURCHASE ORDER or AGREEMENT

The City is not responsible for delivery of any commodities, equipment, or services without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this Invitation to Bid prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the bid documents and specifications from the City's E-bid system. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING and PUBLICITY

The successful Bidder shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

F. AWARD of CONTRACT

The award of a contract will be made to the Bidder providing the best value to the City. Best value criteria to be considered for award follows:

- conformity to specifications;
- purchase price, including payment discount terms;
- the reputation of the Bidder and of the Bidder's goods or services;
- the quality of the Bidders's goods or services;
- the extent to which the goods or services meet the City's needs;
- the Bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- scheduled pick-up terms;
- payment terms;
- availability of materials, including but not limited to location and times of pick-up or delivery.

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. The City reserves the right to award by item or by total bid.

G. BONDS

The successful Bidder will be required to furnish a Payment Bond and Performance Bond in the amount of the contract. Bidders may not withdraw their Proposal within 60 calendar days of the proposal opening date.

H. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin or any of the legally recognized suspect classification, in consideration for an award.

I. CANCELLATION or TERMINATION

1. Termination For Cause:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Bidder List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue the Agreement.

4. Cancellation:

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

J. CERTIFICATION

This Solicitation includes a certification page. Bidder must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Bidder.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Bidders in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

K. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform

thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

L. CODES, PERMITS, LICENSES

Vendor shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. COLLUSION

Advanced disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

N. COMMUNICATION

To ensure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidders and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, Attn.: Purchasing Manager, PO Box 409, 300-1 Industrial Avenue, Georgetown, TX 78627, 512-930-3647, FAX: 512-930-9027, purchasing@georgetown.org.

O. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of

the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

P. DEFAULT

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any purchasing agreement Vendor has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States (if allowed under federal law), or (e) makes a material misrepresentation in Bidder's bid, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service if any and may not be considered in the re-advertisement of the solicitation and may be rejected as not being a responsible Bidder and not considered in future Solicitations for the same type of purchase unless the specifications are significantly modified.

Q. DELAYS

The City may delay scheduled delivery, performance, or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

R. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Bidder or person considering doing business with a local government entity disclose the Bidder or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to the City.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Bidder's offer.

S. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

T. DISCLOSURE OF PENDING LITIGATION:

Each Bidder shall include in its response a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Bidder or in which the Bidder has been judged guilty.

U. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute (the "Notice"), then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties fail to resolve the dispute through mediation within one hundred twenty (120) days of the Notice, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

V. EFFECTIVE DATE and TERM

This Bid shall be effective upon Acceptance and issuance of a Purchase Order, and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

W. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-

responsive. If no exceptions are stated, it will be understood that all standard terms and conditions and specific requirements will be complied with, without exception.

X. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of the party. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Y. FORMS

All Responses must be submitted on the form(s) as required by the City, and accompanied by all required attachments.

Z. FRAUD

Fraudulent statements by the Bidder on any bid or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

AA. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor as a result of the gratuities.

BB. INDEPENDENT CONTRACTOR

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture between the parties. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

CC. INDEMNITY

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT.

DD. INFRINGEMENT

TB No. 202148

Tree Trimming and Vegetation Management Services

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to any deliverables and (b) any deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of a deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall immediately be notified of the claim and have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under this Paragraph.

EE. INSURANCE REQUIREMENTS

Upon request, Vendor shall provide a copy of its insurance policies to the City.

FF. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Bidder(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

GG. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

HH. INVALIDITY

The invalidity, illegality or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid

provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

II. LIABILITY

Vendor shall be liable for all damages incurred while in the performance of the Agreement. Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor, the Vendor's performance thereunder, and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

JJ. LIENS

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment provided under the Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

KK. LOCAL BUSINESS PRESENCE

The City seeks opportunities for businesses in the Georgetown City limits to participate on City contracts. Bidder shall specify if the Bidder or Subcontractor(s) proposed are local businesses in the City of Georgetown, Texas. Section 271.9051 of the Texas Local Government Code authorizes a municipality in certain instances to consider a Bidder's location in the determination of a bid awarded if the lowest bid received is from a business outside the municipality and contracting with a local Bidder would provide the best combination of price and other economic benefits to the municipality. The City reserves the right to request a Bidder to complete a claim form and provide information and supporting documentation for review and consideration of local preference.

LL. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable or assignable either party.

MM. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown,

Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Purchasing Manager.

NN. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with the Agreement that arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or that arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

OO. PAYMENT TERMS

1. Tax Exempt Status:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, or emailed directly to Accounts Payable at AP@georgetown.org and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. Payments by Electronic Funds Transfer:

In an effort to expedite Vendor payments and improve efficiency by eliminating paper checks, the City of Georgetown's preferred method is to send payments electronically via Automated Clearing House (ACH). If the Vendor would like to receive payments electronically, the Vendor may request an ACH Form from Accounts Payable at AP@Georgetown.org.

4. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of goods, supplies, materials, equipment or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict

accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

5. Right To Audit:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

6. Firm Pricing:

The price shall remain firm for the duration of the Agreement and resulting Purchase Order, or any extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

7. Price Warranty:

The Bidder warrants the prices quoted are not materially higher than the Bidders current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

PP. PERSONAL INTEREST

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself if allowed by law.

QQ. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

RR. PROHIBITED FIRMS

The City of Georgetown prohibits conducting business with Firms under the following conditions:

1. Bidders who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Bidders contracting for goods and services who have failed to provide written verification that Bidder does not currently boycott Israel and will not boycott Israel during the term of the agreement, unless otherwise excepted.
3. Bidders who fail to certify that Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

SS. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions or any other aspect of this solicitation, must be made prior to the bid due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Purchasing Agent.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
 - The name, address and telephone number of the protestor.
 - The signature of the protestor or protestor's representative.
 - The solicitation or contract number.
 - A detailed statement of the legal and/or factual ground of the protest.
 - The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Purchasing Manager. Award will be made in the best interest of the City.

TT. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from disclosure under the Texas Public Information Act. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Bidders.

If a Bidder believes that a Response or parts of a Response are confidential, then the Bidder shall so specify. The Bidder shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Bidder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

UU. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

VV. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

WW. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

XX. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

YY. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

ZZ. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

AAA. TAX EXEMPT

Bidders bid prices must be net, exclusive of taxes. The City is exempt from State Retail Tax and Federal Excise Tax.

BBB. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in this Solicitation, Vendor's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

CCC. VENUE

The Agreement shall be made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The Agreement is fully performable in Georgetown, Texas, and the venue for any action related to this Solicitation or the Agreement shall be Georgetown, Texas. All issues arising from this Solicitation or the Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

DDD. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

EEE. WITHDRAWAL by CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all bids received as a result of this ITB.
- Waive or decline to waive any informality and any irregularities in any bid or responses received.
- Withhold the award of contract(s).
- Select Bidder(s) that provide the best value to the City.
- Terminate the RFP process.

FFF. WITHDRAWAL by BIDDER

Bidder may request withdrawal of a sealed Bid *prior to the scheduled opening time*, provided the request for withdrawal is submitted to the City in writing.

SPECIAL TERMS AND CONDITIONS

A. TERM OF AGREEMENT

1. Original Term:

The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown. and shall remain in full force and effect with firm fixed prices through September 30, 2022.

2. Renewal Term:

Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to three (3) additional one (1) year periods. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be increased pursuant to any escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all services are firm for the initial term of the original agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the

index announced for the month in which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5) % increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

Vendor(s) are required to give thirty (30) days' written notice requesting the increase. Increases will be effective on the start date of the renewal term.

C. ACCEPTANCE/INSPECTION

Acceptance inspection should not take more than five (5) working days. The awarded Bidder will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the City shall have the right to contract with another vendor to perform the work and Vendor hereby waives any right to payment or compensation for the unaccepted work.

D. BIDDER QUALIFICATIONS

The City has established the following minimum qualifications. Bidders who do not meet the minimum qualifications will not be considered for award. The Bidder shall:

Be firms, corporations, individuals or partnerships normally engaged in providing Tree Pruning and Removal Services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;

The selected contractor shall provide all labor, tools, safety equipment, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Bidder deems necessary and maintain sole responsibility for the maintenance and repair of Bidders' vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Bidder's tools, equipment or materials lost or damaged during the performance of the services specified herein;

Commercial Business location from which work crews are dispatched is required to be in Williamson or surrounding counties (Travis, Burnet, Milam, Lee, Bastrop or Bell County). Bidders domiciled outside the Williamson or surrounding county area will not be included for consideration in this procurement process.

E. PERFORMANCE REVIEW

The City reserves the right to review the awarded Bidders' performance anytime during the contract term.

F. POINT OF CONTACT / DESIGNATED REPRESENTATIVE

Contractor's point of contact: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Bidder immediately should the point of contact change.

The City's designated representative: The City's designated representative shall be the City's Electric Supervisor

G. PRICING

The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

The City prefers to have Services performed on a per unit basis whenever practical. However, the City realizes that in some cases a project may arise for which it is difficult to strictly specify units or pricing by linear foot. In these instances, the City proposes that work be performed on an hourly basis for labor and for equipment. The successful bidder agrees to perform on an hourly basis for labor and equipment. The successful bidder agrees to perform the Services on electric distribution corridor on an hourly basis. It is at the City's discretion to allow per hour billing rather than billing on a per unit basis. The City reserves the right to award by item or by total bid.

H. SAFETY

The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Bidder shall:

1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.

I. SUBCONTRACTORS

If the Vendor utilizes Subcontractors in providing the services under the Agreement, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
- f. Shall pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

J. WORKFORCE Successful Bidder shall:

1. Ensure Bidder's employees perform the services in a timely, professional and efficient manner;
2. Ensure Bidder's employees, while working on City property, wear a company uniform that clearly identifies them as the Bidder's employee;
3. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

SPECIFICATIONS

A. PURPOSE

The purpose of this contract is to furnish all labor including supervision, tools, machinery and transportation required to provide Tree Trimming and Vegetation Management Services ("Services") to existing infrastructure, line extensions, street right-of-ways, in accordance with enclosed specifications. Required services include pruning, removal and herbicide treatment of trees to ensure acceptable vegetation clearance for overhead electrical lines. Bids requested must be based on overhead primary miles of line as on Tree Trimming Diagram (Exhibit 2). Required services include pruning, tree and lead removal, and herbicide treatment to all primary, secondary, service drops and substation fence areas as specified herein. All services must be provided by properly trained personnel in a safe manner and in accordance with City of Georgetown ordinances, rules, and regulations.

B. BACKGROUND

A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees and hazardous tree removal adjacent to homes, roadways, medians, parks, sidewalks and other structures designated by the City. Additional services that may

be ordered from this agreement include: stump grinding, insect and disease treatment for trees, soil aeration, root excavation, deep root fertilization, air spading and arborist consulting services.

C. BIDDER QUALIFICATIONS

Bidder shall be responsive, responsible and have the capability, experience, personnel and equipment to render the services for the duration of the contract term as specified herein. Bidder shall:

- i. Be an experienced, registered/licensed/certified tree trimming and vegetation management contractor for a minimum of three (3) years;
- ii. Certify that they are a duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy.
- iii. Ensure employees have successfully passed a background and criminal history examination;
- iv. Provide uniforms and/or identification badges for all employees;
- v. Have employees, to include subcontractors, who are certified or licensed (as required) and have all certifications or licenses required to perform the Services as specified herein. All certifications must be maintained and up to date for the duration of the resultant contract or purchase order;
- vi. Provide required documentation for reporting purposes on work performed (Section F.5);
- vii. Provide all equipment, transportation vehicles, labor, materials, fuel and any other item necessary to provide the Services as described by acceptable industry standard methods. The City reserves the right to perform site visits to observe procedures, techniques and types of vehicles and equipment;
- viii. Own or lease sufficient equipment (chain saws, aerial lift, wood chipper, crane, stump grinder, etc.) that is well maintained, mechanically sound, and in good/excellent operating condition to complete the tasks as described in a timely and efficient manner. If the Contractor does not own sufficient equipment to provide backup services in the case of equipment breakdown, the City reserves the right to use another available contractor, if necessary to complete the work;

It is the successful bidder's responsibility to establish a location for storage of their equipment. The City accepts no responsibility for the theft or damage to any vehicle, equipment or supplies belonging to the successful bidder. The City accepts no responsibility for the theft or damage of any personal vehicle, equipment or supplies belonging to or being used by successful bidder's employees.

It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA) and any other enacted ordinance, code, law or regulation. In particular, pruning the canopy of Protected Trees and Heritage Trees, as defined in the City's Unified Development Code, must be performed by or under the supervision of an International Society of Arboriculture (ISA) Certified Arborist. Heritage Tree removal requests must be submitted to the City's Urban Forester for review and approval. The successful bidder shall be responsible to all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial

consideration given to the successful bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

Successful Bidder shall comply with all permits or licenses required to provide the Services under this Bid and it shall be the sole responsibility of the successful bidder to obtain any license or permit required, including any Right-of-Way Permits required by the City's Code of Ordinances, at no additional cost to the City.

D. TRAINING AND CERTIFICATION

The successful bidder shall implement and provide all required training and certification programs necessary to provide fully qualified Line Clearance Tree Trimmers (Trimmer I & II) or Line Clearance Tree Trimmer Trainees (Helpers/Grounds-man). A single Foreman may supervise multiple bucket trucks on the same project. In that case however, the minimum qualifications for the "lead" person on each of the other trucks shall be a certified qualified Line Clearance Tree Trimmer. When any herbicide work is being conducted, it must be done under a State of Texas Department of Agriculture License Certification. The successful bidder must have a certified Structural Applicators License. The License identification number will need to be submitted with the returned bid package document (Attachment B). Any bid package submitted without this requirement will not be considered.

The successful bidder must employ or contract with an International Society of Arboriculture (ISA) Certified Arborist, who shall perform or supervise any pruning of Protected or Heritage Trees, as defined in the City's Unified Development Code.

E. FREQUENCY OF SERVICES

The frequency of Services shall be determined by the City's representative.

It is anticipated that under normal conditions. Services will occur during normal business hours, Monday through Friday, between the hours of 8:00 am and 5:00 pm and on a straight-time basis unless prior approval has been obtained from the City's representative. The City's representative shall schedule "normal" Services, and under no circumstances shall the scheduled Services be delayed more than 48 hours.

F. SPECIFICATIONS

The City requests the successful bidder to consider the City as a customer of priority and shall make its best effort to provide the City the requested services in as timely a manner as possible with the upmost regard to safety concerns. The contractor will need to be able to devote the necessary resources to completing these services with the highest level of service so the City will be able to meet all service calls in a timely manner.

1. Emergency Services:

Successful Bidder shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The successful bidder will be provided with locations and the work to be done at each location in these instances. Emergency work shall begin within twelve (12) hours of the initial telephone call. The City reserves the right to use multiple Contractors if the work load exceeds successful Bidder's

capacity during an emergency. Upon receiving a service call, the successful bidder shall respond within one (1) hour and commence work within twenty-four (24) hours.

2. General Information

In addition to the specifications for each line item, the following specifications will apply to the services specified in this Bid. No deviations or alternatives are acceptable unless given by prior approval from the City.

1.1 Services are to be provided City-Wide. No deviations or alternatives are acceptable without specific written permission by the City's representative.

1.2 Successful Bidder shall maintain a 24-hour, 7-day per week emergency response telephone number that is staffed by a person (24/7 cell phone is acceptable) and not just an answering machine. The successful bidder shall also provide a list of emergency off hours contact names and telephone numbers. Contact names and telephone numbers shall be provided to the City's representative upon award of an agreement and at the post-award meeting.

1.3 The successful Bidder shall notify each property owner or customer prior to clearing, removal, pruning and/or applying herbicide treatments, and when appropriate, come to agreement with property owner or customer with regard to access point(s) then abide by the same when entering or crossing property. Additionally, the successful Bidder must follow any and all current notification requirements of any and all applicable regulations for herbicide treatment.

Routine notification to property owners or customers shall be discussed in more detail at the post-award meeting (Evaluation and Award, Section C.).

In the event the successful Bidder is unable to contact the property owner or customer after exhausting all reasonable measures, or upon locating the property owner or customer becomes aware of an objection to the work to be performed, the successful Bidder must document the property owner or customer's concern and notify the City's representative in a timely fashion to obtain specific instruction and/or authorization prior to commencement of work on that property.

3. Personnel

3.1 Successful Bidder must maintain proper staffing of crew. If successful Bidder exceeds the maximum authorized limits of labor and/or equipment at any time during the term of any purchase order or agreement resulting from this Bid, successful Bidder will be responsible for all additional costs. Upon award, (Section C-Post-Award meeting) the successful Bidder must provide a complete list of employees potentially assigned to this requirement, identifying:

3.1.1 Each International Society of Arboriculture ("ISA") Certified Arborist and their certification number;

3.1.2 The experience level and certification level of each employee;

3.1.3 The date of completion of current certification level;

3.1.4 The date of completion of required Occupational Safety and Health Administration ("OSHA") training and/or any other training, including required retraining or refreshers;

- 3.1.5 The date each employee last demonstrated their tree rescue and climbing proficiency;
- 3.1.6 The date each employee completed first aid and cardiopulmonary resuscitation (“CPR”) training; and
- 3.1.7 Identify each certified herbicide applicator and their certification number.
- 3.2 Professionalism and courtesy to the customer is required at all times. No use of customers’ equipment or facilities is permitted. No refuse from breaks or meals may be disposed of, or remain at, any customer’s property. No “horseplay” will be permitted while on job site. Unsafe or disorderly conduct by any employee, agent or representative of the successful bidder will result in immediate removal from the job site by City of Georgetown.
- 3.3 No intoxicants or illegal substances are permitted on the job site at any time. Employees, agents or representatives of the successful bidder found to be under the influence of any intoxicating and/or illegal substance which may impair the individuals’ actions or performance, or present a danger to others on the job site, must immediately be removed from the job site.
- 3.4 The crew foreman must be able to clearly and effectively communicate with representatives of the City, customers and fellow crewmembers. All communications must be in a responsible, courteous and professional manner. If successful Bidder encounters any difficulties with a customer or property owner, the encounter must be immediately documented to the City’s representative at the end of the workday. A City representative will contact the customer or property owner to resolve any issue(s).
- 3.5 The successful bidder must appoint a competent Field Supervisor and Customer Service Contact Person(s) acceptable to the City in addition to the required crew foreman. The Field Supervisor must be available to the City at all reasonable times during the term of this contract. Successful Bidder must provide City’s representative with the Customer Contact Person assigned to each project. The contact information including name and phone number for each Customer Contact Person must be provided to the City representative.
- 3.6 At least one member of each stand-alone crew or unit of crews must be fluent in the English language.
- 3.7 The normal work week for services shall not exceed forty (40) hours for both labor and equipment usage. Any hours in excess of forty (40) hours must be authorized in advance by the City – any and all hours in excess of forty (40) hours per week must be approved by the City in advance or payment will not be approved.

4. Personnel Requirements

- 4.1 Contractor must have a full time ISA certified arborist on staff and available as needed during the term of any purchase order or agreement resulting from this Bid, and provide information on certification with bid response submitted (Attachment A).
- 4.2 Contractor must assign a minimum of three (3) full time employees to the City’s account, and have additional personnel available for temporary assignment to ensure no disruption takes place in regard to the City’s schedule.
- 4.3 Crews providing services under any purchase order or agreement resulting from this Bid will be composed of a three man aerial and climbing crew. The working foreman must

have a minimum of five (5) years' experience in tree climbing and trimming procedures. The Trimmer must have a minimum of three (3) years' experience in tree climbing and trimming procedures. The Helper must have received basic training and orientation as to safety procedures and equipment operation. A fully detailed outline of equipment and personnel must accompany bid response (Attachment A).

5. Reporting

Contractor shall submit a weekly time report to the City's representative, detailing all labor and equipment assigned to the project, amount of work accomplished, quantities and location of herbicide applications, the distances of the trim work (footage) itemized and totaled. Additionally, no later than the 5th day of each month, or the following business day if the 5th falls on a weekend/holiday, the contractor shall provide a monthly summary report to the City's representative identifying the crew staffing and equipment by area, the work type (hourly, hazardous trees, mowing, trim footages, etc.) by project, the percentage completion for each project including the anticipated completion date.

6. Service Category Definitions

6.1 Maintained Area:

Generally defined as an area where the landowner or occupant is mowing the lawn and/or caring for gardens, ornamental shrubs or trees in the area under and immediately adjacent to the distribution poles. It includes commercial land uses such as business areas, parking lot edges and the tree lawn areas along urban and suburban streets.

6.2 Unmaintained Area:

Areas holding characteristics opposite of those of a maintained area. Within residential (maintained) areas there may be small sections of unmaintained areas between yards or along the roadside of residential front lawns, etc. These small sections shall be treated as maintained areas for the purposes of this specification.

6.3 Removal-Maintained Area:

Generally refers to areas within the City settings where lawn, ornamental tree and shrub care is evident. The successful bidder will safely remove the tree, limb and chip all brush and flush the stump as low as practical. The wood will be cut to manageable lengths and yard cleanup performed.

6.4 Removal-Roadside Area:

Generally refers to areas outside of any maintained areas as described above. The contractor will safely remove the tree, limb and chip all brush, flush the stump as low as practical and treat the stump at completion of the cut when applicable to prevent oak wilt.

6.5 Removal-Non-Maintained Area:

Outside of any maintained area along a wooded roadside or off-road section of line. The successful bidder will safely remove the tree and haul off debris.

6.6 Mature Tree Line:

A generally straight and contiguous line of trees eight (8) inches diameter at breast height ("DBH") or greater, that marks the boundary between the forested edge and the maintenance corridor. In the case of an existing mature tree line, there may be individual

mature trees that are rooted closer to the pole centerline than the common mature tree line. In these instances the mature tree line continues behind those individual trees.

6.7 Maintenance Corridor:

The area physically located under and alongside the overhead distribution feeder bounded by the mature tree line when one exists. In the absence of a mature tree line the maintenance corridor is defined as the area that is at least fifteen (15) feet either side of the pole centerline.

6.8 Service Drop or Service Line:

The last span of triplex or open three-wire extending to the building or meter pole or a multi-span run of either triplex or open three-wire that serves a single customer. This does not include street light services.

6.9 Secondary:

The conductor, either triplex or open wire, extends from the transformer to the Service Drop. Secondary spans may run along under primary spans or separately.

6.10 Street Light Secondary:

The conductor, either triplex or open wire, which leaves the primary pole to pole configuration and extends out to service a street light or lights.

7. Electrical Distribution Forestry / Herbicide Application Procedure

In order to ensure consistent herbicide applications the following procedure and expectations will apply to all tree crews working on distribution line clearance work at the City. The ability to control brush growth on the City's distribution system is a critical part of achieving the overall line clearance cyclic program objectives. Appropriate herbicide application will benefit the Electric service reliability by significantly reducing the amount of re-sprouting that occurs after ground cutting is performed. As professional pesticide applicators, the successful Bidder has an obligation to be educated, prepared and conduct themselves in a professional manner to achieve successful applications on line clearance projects. The City considers stump treatment to be a low profile, customer compatible, target specific technique that ensures effective brush control. A thorough stump treatment also makes the follow-up foliar job easier and more effective.

7.1 All crews and/or notification personnel will have clean legible copies of all appropriate notification materials such as labels, Material Safety Data Sheets ("MSDS"), etc.

7.2 Application logs must be maintained and available for field review. Copies must accompany the weekly time sheets (Section F.5) submitted to the City, and originals must be retained by the successful bidder. If a property owner or customer rejects the use of herbicide it must be noted on the customer log.

7.3 All crews engaging in ground cutting must apply a stump treatment applications at the time of cutting. Cutters must carry an applicator bottle on them to ensure a thorough and timely application.

7.4 The primary stump treat product must be approved by the City's representative in advance of use.

7.5 Mowed areas are exempt from a stump treatment application; however, these areas will receive an aggressive follow-up foliar application. Trees cut by hand as part of the mowing process shall be stump treated. Cut stubble treatments are also acceptable.

- 7.6 Herbicide notifications must be incorporated into the general customer notification for pruning and ground cutting. Notification personnel must be knowledgeable of the products to be used and present the use of herbicide in a positive, professional and proactive manner, including full explanation of the application technique and results.
- 7.7 If a property owner or customer refuses an application at a location with a significant amount of brush to control, the contractor must notify the City's representative prior to proceeding with work.
- 7.8 If an inspection or audit occurs, the contractor must notify the City's representative immediately.
- 7.9 Any operations found to be out of compliance will be immediately halted, and payment held until issues are corrected.

8. Pruning Standards

All pruning shall be performed in accordance with American National Standards Institute ("ANSI") Accredited Standards Committee ("ASC") Standard A300 - Tree Care Operations and International Society of Arboriculture ("ISA") Standard Z133.1 – Safety Requirements for Arboricultural Operations.

All cuts shall be made at a parent branch or limb, so that no stub shall remain. In cutting back a branch, the cut shall be made at a crotch or node where the branch being removed is at least one-third the diameter of the parent limb. All pruning cuts shall be made in accordance with proper collar cutting methods, utilizing drop crotch principles to minimize the number of pruning cuts, promote natural growth patterns, and to maintain tree health and vigor. Climbing irons or spurs shall not be used in pruning a shade/ornamental tree to be saved. Tree wound dressings shall be applied.

9. Line Clearance within Maintained Areas

- 9.1 All overhead primary lines shall be pruned to provide a minimum of fifteen (15) feet of overhead clearance, a minimum of ten (10) feet of side clearance from the outermost phase on all three-phase and a minimum of ten (10) feet of clearance below the wires, unless the trees to be pruned are Heritage or Protected Trees, as defined by the City's Unified Development Code. Any pruning of Heritage or Protected Trees shall be performed by or under the supervision of an International Society of Arboriculture (ISA) Certified Arborist and shall not be damaged or removed unless approved by the City's Urban Forester.
- 9.2 The main trunk of the tree or major leads which are structurally sound and healthy may be left growing within these distances as long as none of the smaller diameter end branches are within the clearance dimensions. If the smaller diameter end branches are within the clearance dimension, the lead must be removed.
- 9.3 Contractor shall ground cut any new volunteer growth capable of growing into wires from around poles, buys, fences, etc. within the maintained yard areas after notifying the property owner or customer. A "Tree Removal Notification" form must be signed and received by trimming crew prior to any tree removal (See Exhibit 5 Sample Form). All permission forms shall be turned in to the City's representative when the weekly invoice has been submitted (Section F.5).

- 9.4 The City's Vegetation Management Program ("VMP") strives to reduce the amount of under-wire tree and branch growth that will require continuous pruning, by removal of as many trees and as much growth as possible during each cycle. The successful bidder is expected to emphasize this type of removal through the landowner and customer contacts made by their customer contact personnel. The successful bidder shall make every effort to remove all Chinaberry, Chinese Tallow trees and Ligustrum trees within and encroaching upon the maintenance corridor.
- 9.5 All slash from pruning in maintained areas shall be disposed of through chipping. Large diameter wood may remain on site provided it is cut into manageable lengths and piled neatly. Smaller debris shall be raked up and removed to as to leave the property in a condition equal to that at the start of work.

10. Services required in Maintenance Corridor

- 10.1 Contractor shall ground cut all trees and shrubs which may interfere with the conductor out to the limits of the existing maintenance corridor. Where a maintenance corridor does not already exist, ground cutting shall be performed for a minimum distance of ten (10) feet either side of centerline on single-phase primary services. Ground cutting shall include trees of eight (8) DBH or less. Contractor shall notify the City's representative of any hazardous tree removals prior to tree removal.
- 10.2 Along off-road sections the contractor shall completely remove all side branches that extend into the maintenance corridor from below and beside the lines in order to "box out" the maintenance corridor to minimize future pruning efforts as well as improve storm restoration and line inspection efficiencies.
- 10.3 In areas where trees beyond the limits of the maintenance corridor extend into the maintenance corridor, contractor shall prune those limbs back. For trees eight (8) inches DBH or less, where the top of the tree is leaning out into the corridor so that topping would be the only possible correction, the contractor shall ground cut that tree as part of the services.
- 10.4 Stumps shall be cut as close to grade as possible. Treatment of stumps shall take place at the time the cut has been performed on all trees that are susceptible to oak wilt. A paint specifically manufactured and utilized for tree protection shall be used to treat stumps.
- 10.5 All dead or damaged overhead limbs, branches or leads that are capable of falling onto overhead primary wires from above or alongside the right-of-way potentially causing a tree outage, shall be removed at the time of pruning.
- 10.6 All slash along the roadway or near residences shall be disposed of by chipping or mowing/mulching. Where practical, chips may be blown back onto the site without creating large chip piles. On off-road, unmaintained sites, slash shall be mowed/mulched or neatly windrowed to the edge of the maintenance corridor and cut to lie close to the ground, away from sensitive locations. No debris shall remain in any location where the debris may block access, or significantly alter any drainage or water resource. All debris shall be picked up the day the work is done. In the event that the contractor finds it necessary to leave tree debris overnight, the contractor shall notify and receive permission from the City's representative. Contractor shall explain to the City's representative why the tree material must be left, the debris' exact location and must

notify the customer or land owner before leaving the site for the day. Leaving any debris behind must be authorized by the City's representative. If approved, the tree material must be removed by the close of business the following day.

10.7 For all pine species growing above the overhead clearance limits with boughs overhanging primary conductor, the successful bidder shall shorten all overhanging boughs to reduce the length of the branch by approximately 1/3 without removing all needle growth from the entire branch, in a progressive manner beginning at the upper clearance dimension (15 feet) and working upwards generally two (2) whorls in the tree as necessary to reduce the risk of a long pine bough loaded with ice or wet snow dropping or falling onto the conductor.

10.8 Notwithstanding the foregoing Sections 10.1-10.7, if the trees to be pruned are Heritage or Protected Trees, as defined by the City's Unified Development Code, the minimum distances and "boxing out" requirements shall not apply. Instead, any pruning of Heritage or Protected Trees shall be performed by or under the supervision of an International Society of Arboriculture (ISA) Certified Arborist and shall not be damaged or removed unless approved by the City's Urban Forester.

11. Pruning Clearance for Secondary and Service Lines

11.1 All secondary wire (triplex and open wire), other than those serving street lights only, shall be pruned to provide a minimum of twenty-four to thirty-six inches, or as needed, of clearance from wire to vegetation, depending upon the tree species, with the exception of main trunks not in conflict of the wire service.

11.2 All service wires (triplex or open wire) and street light secondary on the circuit shall be inspected during the pruning process. For branches that are either making hard contact with the service wire, pushing on or creating tension forcing the wire out of a natural arc, or redirecting the wire out of a straight line run, the successful bidder shall prune as necessary to correct that situation. The entire service drop need not be pruned, only the point of conflict.

11.3 For open wire services, pruning is require anytime vegetative growth is forcing the three wires out of their normal configuration. Contractor must take extra care when pruning around open wire services so as not to cause a service interruption to the City's customers or injury to contractor's personnel.

11.4 Notwithstanding the foregoing Sections 11.1-11.3, if the trees to be pruned are Heritage or Protected Trees, as defined by the City's Unified Development Code, the minimum distances and "boxing out" requirements shall not apply. Instead, any pruning of Heritage or Protected Trees shall be performed by or under the supervision of an International Society of Arboriculture (ISA) Certified Arborist and shall not be damaged or removed unless approved by the City's Urban Forester.

12. Vine Control

All vines growing on poles, guy wires, stub poles or towers shall be cut so as to create a "growth gap" of two (2) feet and treated (where appropriate) with a herbicide approved by the City. Successful Bidder must not attempt to remove vines from any structure.

13. Hazardous Tree Inspection and Removal

- 13.1 Except as otherwise specified, the removal of any tree over eight (8) inches DBH either within the maintenance corridor or outside of the maintenance corridor shall be considered a hazardous tree removal. Contractor shall notify City's representative of any hazardous tree removals in advance. Removal of any tree over 26 inches DBH shall not be permitted without the approval of the City's Urban Forester. Treatment of the stumps with an approved herbicide shall take place at the time the cut is performed on all trees susceptible to oak wilt. The cut must also be painted with a paint specifically manufactured for use as tree protection.
- 13.2 While pruning the circuit, the contractor's personnel shall perform a visual inspection of each tree along the circuit to identify potential defects and determine potential risk for an interruption of the length of the pruning cycle. The crew shall work closely with the City's representative to determine potential hazardous trees, preparing a list of trees. The completed lists of potential hazardous trees shall be regularly provided to the City's representative for review and approval prior to removal of any of those specific trees. Exceptions to this procedure may be approved to enable removals of trees that have been pre-identified as hazardous trees by the City's representative.
- 13.3 Once a crew completes the removals on an approved list, the completion details on the hazardous tree list must be updated to reflect the removals. This document shall be submitted to the City's representative on a timely basis. Once the list is audited, the contractor may submit an invoice for that specific work.

14. Right-of-Way ("ROW") Tree Inspection Criteria

- 14.1 A Certified Arborist on the contractor's staff must inspect the ROW along the street of every address receiving line clearance pruning work. The inspection must identify and record:
 - 14.1.1 Any dead, dying or hazardous trees with large decay or hollow areas in the trunk or major structural limbs located within the City's ROW. The base of these trees must be located within the ROW – dead trees on private property will not be recorded;
 - 14.1.2 Any low limbs hanging over the street – limbs must be 13.5 feet above the streets. The trunks of these trees may either be in the ROW or on private property;
 - 14.1.3 Any low limbs hanging over City sidewalks – limbs must be 8 feet over the sidewalk;
 - 14.1.4 Overgrown or unmaintained areas with young tree growth.After completion of the inspection, the data recorded must be submitted to the City in the format provided to the successful bidder (Exhibit 5).

15. ROW Tree Pruning and Removal Specifications

- 15.1 No stub or flush cuts should be left.
- 15.2 Vehicles and equipment used to perform tree care services, including but not limited to aerial lifts, wood chippers, etc., will to extent possible, be positioned at all times on paved surfaces. Exceptions to this requirement shall be approved by the City in advance.
- 15.3 All work shall consist of crown raising activities including removal of dead, dying, diseased, weakly attached and low vigor branches.
- 15.4 All trees and large shrubs shall be raised to 18 feet above all streets and nine (9) feet above all sidewalks.

- 15.5 Street light clearance – all limbs interfering with proper street light illumination shall be pruned to a minimum of four (4) feet away from any street light bulb.
- 15.6 No more than 30% of a tree's canopy shall be removed. The contractor shall contact the City's representative if additional pruning is required, or if tree requires removal.
- 15.7 Removal of any dead, dying or hazardous tree, either in the opinion of the contractor or the City, must be authorized in advance.
- 15.8 Contractor must inform property owner or customer if access to any distances greater than approximately 10 feet from the back of the curb is required for purposes such as trimming of a limb back to a main leader or the need to rig/rope limbs away from the street.
- 15.9 Contractor must clean site up and remove all brush/woody debris. Debris must be removed from the site the same day as it is produced unless alternative arrangements were approved in advance by the City.
- 15.10 No woody debris, trash or other debris resulting from successful Bidder's work will be left in the roadways, drainage ditches or any other City or private property without the advance approval of the City.
- 15.11 All pruning wounds and stumps left from removals on oak trees must be painted immediately with pruning paint for oak wilt prevention.
- 15.12 All pruning tools must be sterilized before and between prunings on individual oak trees for oak wilt prevention.
- 15.13 When temperatures are between 60 – 95 degrees Fahrenheit, ROW oaks may only be pruned on an emergency basis.
- 15.14 Contractor is responsible for any and all damage to trees during work, and will replace damaged trees at appraised value or as specified by the City.
- 15.15 In the event a citizen or property owner refuses work, the contractor shall immediately contact City for further assistance.
- 15.16 The quality of work is subject to inspection and approval by the City.
- 15.17 Any pruning of Heritage or Protected Trees shall be performed by or under the supervision of an International Society of Arboriculture (ISA) Certified Arborist and shall not be damaged or removed unless approved by the City's Urban Forester.

16. City Distribution Facilities

City's Electrical territory covers 42 square miles and over 220 miles of overhead construction and 265 miles of primary underground service. City's Electric Department presently serves a population of more than 45,000 customers and has more than 29,190 electric meters and 8,000 overhead and underground transformers in the distribution systems.

The length of actual clearing shall be measured in a straight line parallel to the horizontal line between poles and across the maximum dimension of foliage cleared projected to the ground line. All trees and underbrush across the width of the ROW, as designated by the City, shall be considered to be grouped together as a single length in measuring the total length of clearing. Spaces along the ROW in which no trees are to be removed or trimmed, or in which no underbrush is to be cleared, shall be omitted from the total measurement. All lengths calculated using this method shall be added together and divided by 1,000 to give the number of 1,000-foot units of

clearing. This unit includes the removal or topping, at the option of the successful bidder, of dangerous trees outside of the ROW so when designated by the City. Shade, fruit or ornamental trees shall not be removed or trimmed unless requested specifically by the City. See Exhibit 2 for trim diagrams. Any pruning of Heritage or Protected Trees shall be performed by or under the supervision of an International Society of Arboriculture (ISA) Certified Arborist and shall not be damaged or removed unless approved by the City's Urban Forester.

If pruning is required to obtain adequate clearance from an electric facility (i.e., leaning pole, low pole height, sagging wire, etc.) would significantly affect the shape of the tree, the contractor shall consult with the City to determine if the electric facilities can be adjusted to reduce the required pruning.

Required Clearance – telephone or cable television facilities shall not be considered in determining clearances.

- 16.1 Primary conductors 600 volts to 25,000 volts – minimum clearance shall be 8 – 10 feet, depending on the tree species. Additional line clearance may be required to allow for the annual growth of vegetation to maintain a 4 – 5 year ROW maintenance cycle. The successful bidder shall remove all overhang above the top of the pole or the primary conductor, or as directed by the City.

The specification for the line ROW are:

R1-8A Distribution Line ROW Clearing Unit:

The unit is 1,000 feet in length and 8 – 10 feet in width (to be measured on one side of the pole line centerline) of actual clearing of distribution line ROW. This includes clearing of underbrush, vine removal and such tree trimming as required to clear the ROW 10 feet below the lowest electrical conductor (including secondary conductors) or line neutral on one side of the line of poles carrying primary conductors.

R1-10 Distribution Line ROW Clearing Unit:

The unit is 1,000 feet in length and 20 feet in width (to be measured 10 feet on each side of the pole centerline) of actual clearing of distribution line ROW. This includes clearing of underbrush, vine removal and such tree trimming as required to clear the ROW a minimum of 10 feet below the lowest electrical conductor (including secondary conductors) and 10 feet above the highest primary conductor. The City must review and grant advance approval prior to providing this service.

R1-15 Distribution Line ROW Clearing Unit:

This unit is 1,000 feet in length and 30 feet in width (to be measured 15 feet on each side of the pole centerline) of actual clearing of distribution line ROW. This includes clearing of underbrush, vine removal and such tree trimming as required to clear the ROW a minimum of 15 feet below the lowest electrical conductor (including secondary conductors) and 15 feet above the highest primary conductor.

- 16.2 Secondary conductors less than 800 volts – minimum clearance shall be 4 – 6 feet, depending upon tree species. Additional line clearance may be required to allow for the annual growth of vegetation to maintain a 4 - 5 year ROW maintenance cycle.

The specifications for the line ROW are:

R1-6S Distribution Line ROW Clearing Unit:

The unit is 1,000 feet in length and 6 feet in width (to be measured on both sides of the service line) of actual clearing of distribution line ROW. This includes clearing of brush and such tree trimming as required

to clear the ROW a distance of at least 3 feet on any side of, or above, an electrical service unit conductor line.

- 16.3 Service drops and streetlight conductors – minimum clearance shall be 2 – 3 feet, depending upon tree species. Service drops and streetlight conductors will only be pruned when contractor's crews are working in the area, and limbs are applying pressure to the facilities. The cost effectiveness of rerouting the wires will be considered before any line clearance work is completed. Tree removals will not be performed on these types of wires.
- 16.4 Poles, guy wires, down guys, transformers and other electric facilities – the contractor shall free guy wires and down guys of weight, strain or altered position caused by contact with tree limbs or branches. Guy wires, down guys and poles shall be free of vines. The City, at its sole discretion, shall determine whether to cut and/or remove all vines or plant growth obstructing or limiting accesses, at the base of or on the affected electric facility, and successful Bidder must consult with City's representative to determine corrective action.
- 16.5 Street lights and night watchman lights are not a part of the scope of the Agreement. Any trees requiring maintenance for illumination purposes are solely the responsibility of the owner or the City's Public Works Department.
- 16.6 New Construction – the customer requesting service is required to clear all trees in the ground easement to meet City's requirements. All required Heritage Tree removal permits will be the sole responsibility of the customer. Contractor is responsible for pruning all trees to establish necessary aerial clearance required to provide safe and reliable electric service. All required Heritage Tree pruning permits will be the sole responsibility of the customer.

17. Tree Removals

Removal of problem trees and other vegetation from the vicinity of electrical facilities to correct a hazardous situation, improve reliability of service and to provide adequate access to electric facilities will often be required. The City and the Contractor together will consider the condition and species of the tree, its placement and the priority of the removal of the tree. Every reasonable effort must be made to communicate with the property owner or customer regarding the removal and to obtain informed consent or the removal of the problem tree from the vicinity of the electrical facility.

17.1 Tree Removal Candidates

17.1.1 Dead, dying, diseased or unstable trees (dangerous trees) which present a danger to electrical facilities or where a tree is destabilizing electrical facility structures.

17.1.2 A tree that is totally involved with the utility facility and cannot be effectively pruned to provide adequate clearance from electrical facilities and the continued health of the tree.

17.1.3 Fast growing trees that may interfere with the electrical facilities, present a safety concern and/or interfere with service reliability before the next tree maintenance cycle.

17.1.4 Trees with dominant terminal leaders (pines, etc.) that cannot be directionally pruned away from electrical facilities.

17.1.5 Immature trees that can be economically removed from near the electrical facilities to prevent future reliability concerns.

17.2 Tree Removal Conditions

17.2.1 Contractor must contact City's representative prior to removal of any tree on any property owner or customer's property. Additionally, the City's representative must be contacted prior to providing any work required by a property owner or customer. Unless special circumstances have been granted by the City prior to completing work requested by a property owner or customer, only those trees found to be in conflict with the City's electrical infrastructure will be paid by the City. A complete "Tree Removal Notification" form (Exhibit 5) is required for every removal location and must be submitted with contractor's weekly invoice.

17.2.2 With the informed consent of the property owner or customer, removal of any tree should be limited to the area within the distribution easement or up to ten (10) feet either side of distribution conductors and within transmission ROW, unless a dangerous situation exists.

17.2.3 In order for tree removals to be cost effective to the City, removal of trees must be limited to twice the time it would take to prune the tree. Trees near the main line circuits and dangerous trees are exempted from this guideline.

17.2.4 Low growing trees with a mature height of less than 25 feet will not be removed unless directed by the City for access and clearance around electrical facilities.

17.2.5 Stumps must be cut as close to the ground as possible. All oak tree stumps shall be painted with tree wound dressing. With property owner or customer consent, the stump will be treated with an EPA approved herbicide to prevent re-sprouting.

17.2.6 Any proposed removal of a Live Oak, Post Oak, Shumard Oak, Bur Oak, Chinquapin Oak, Monterey Oak, Bald Cypress, American Elm, Cedar Elm, Walnut, Texas Ash or Southern Magnolia tree 26 inches DBH or larger that meet the intent of the "Heritage Tree" ordinance per the Urban City Forester, must have a signed permit approval with the Georgetown City Council prior to removal of the tree as required by the City's Protected Tree Ordinance.

18. Property Owner or Customer Requested Services

The City receives various requests from property owners or customers for tree pruning or assistance with tree removals located on the property owner or customer's property and near an electrical facility. All requests are subject to review by the City to determine appropriate action.

18.1 The following guidelines apply to property owner or customer requests for pruning:

18.1.1 Each request will be evaluated individually and may require a site visit by a representative of the City and/or the contractor.

18.1.2 If the property owner or customer's request is authorized and approved on an expedited basis, contractor must schedule and perform the work as soon as possible after receiving the City's request.

18.1.3 Contractor must provide the City with information on the status of all property owner or customer requested services on a weekly basis.

18.2 The following guidelines apply to property owner or customer requests for assistance related to tree removals.

18.2.1 Each request will be evaluated individually and may require a site visit by a representative of the City and/or the contractor.

18.2.2 If after evaluation by the City and the contractor it is determined that a removal is required to alleviate a potential threat to an electrical facility, the City and the contractor will work with the property owner or customer to remove the section(s) of the tree that are in danger on contacting the electrical facilities. The property owner or customer is then responsible for the removal of the remainder of the tree if desired.

18.2.3 If necessary, the City will temporarily disconnect service from the property to allow removal of the tree by the property owner or customer.

19. Disposal of Pruned Material

19.1 Contractor shall remove and dispose of only those trees, plants and/or portions of trees pruned or cut by the contractor. When possible, clean up and removal of debris will be completed daily by the contractor prior to departing from the job site. No cut limbs, woody debris, trash or other debris shall be left on the premises without prior consent of the property owner or customer and the City's representative. No woody debris, trash or other debris shall be left in roads or drainage ditches.

19.2 Contractor shall be responsible for all disposal fees. Any invoicing for payment from the disposal facility is the sole responsibility of the contractor.

19.3 Removal and disposal of trees, plants or portions of trees pruned or cut by the property owner or customer and not interfering with any electrical facilities are the sole responsibility of the property owner or customer.

19.4 Contractor shall promptly clean up and remove all debris produced by City personnel performing emergency tree pruning during storm restoration events.

19.5 Wood chips will be disposed of at the location mutually agreed upon by the City and the contractor. Contractor shall make every effort to locate alternate dump sites for chips or woody debris, with property owner or customer approval, near the work location when possible. Any and all alternate disposal sites must comply with any environmental restrictions for the particular area and no debris may remain in roads, ditches or areas that may adversely affect drainage or access.

19.6 Oak wood from Spanish (Red) Oaks or Blackjack trees suspected of infection with oak wilt disease shall not be left on site and shall be disposed of at an appropriate location.

EVALUATION AND AWARD OF CONTRACT

The City has attempted to provide a comprehensive statement of requirements through this ITB for the work contemplated. Written bids must present Bidder's qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Bids must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a bid, Bidder acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this ITB. Further, Bidders acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include, but is not limited to the following steps. Steps may be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to Interviews and/or Presentations.

A. BEST VALUE EVALUATION

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this ITB.

1. The purchase price, including payment discount terms;
2. The reputation of the bidder and of the bidder's goods or services;
3. The quality of the bidder's goods or services;
4. The extent to which the goods or services meet the City's needs;
5. The firm's past relationship with the City;
6. The total long-term cost to the City to acquire the firm's goods or services; and
7. Any relevant criteria specifically listed in the solicitation

Although the cost of services to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. Evaluations for cost will be based on a comprehensive review of the entire bid to ensure that bid pricing aligns with the services to be purchased. The City reserves the right to award by item or by total bid.

B. EVALUATION FACTORS

- **Cost – 60 points** –The maximum number of points will be given to the lowest bidder, with all other bids compared and scored against the low bidder. Unit pricing shall be inclusive of all costs to include but not be limited to administrative, overhead, transportation and debris removal costs.
Business History and Experience – 25 points (maximum) – Evaluation and scoring will be based on the number of years of experience in providing similar Services, as well as the number and type of entities for which the bidder has performed these services. Points will be given according to Bidder's information provided and any documentation submitted to include any licenses/permits/certifications, accreditations, and description of bidder's active training program to ensure crews are knowledgeable of technological changes, safe work practices and procedural changes. To assist in determination of the capability and experience of the contractor, Bidder shall provide Bidder's Information Form (Attachment A).
- **Business References – 15 points (maximum)** - Bidders must submit a minimum of three (3) business references, to include e-mail address for contact person, comparable in size and scope to the City of Georgetown requirements. References may be checked prior to award. Any negative responses received may result in disqualification. Bidders will be evaluated based on the responses received including overall satisfaction, ability to meet deadlines, quality of work (quality of execution of services which can include providing similar services), compliance with regulations to include documenting services as required and performed services in compliance with environmental laws, rules, regulations, customer service to include commitment to customer satisfaction, concern for its customers' interest, follow-up, communication, flexibility and performing services in a timely manner, Subcontractor management (if applicable), community relations, resources (manpower, equipment and

supplies to perform necessary work), response time for special requirements (storm response, special requests, restoration after weather events, etc.) and safety record.

C. POST-AWARD MEETING

The City and Successful Bidder may have a post-award meeting to discuss, but not be limited to the following:

1. The method to provide smooth and orderly transition of services.
2. The City's safety and security requirements, policies and procedures.
3. The City's authorized representative(s) and contact information.
4. Successful Bidder's point of contact(s) and contact information.
5. Tentative schedules for performing all services as specified herein.
6. Identify specific milestones, goals and strategies to meet the objectives.

BID FORM

A. ELECTRONIC BID FORM

Bid Form and all lines are posted on the City of Georgetown's bidding website at: <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>

1. In order to be considered responsive all bid line items 1 – 20 must be completed and submitted by an authorized representative by the deadline for submission of response indicated in Notice to Bidder section D – Schedule of Events.
2. The Bidder, by submitting a response, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

B. UNIT PRICES

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by extended totals. If there are discrepancies between unit prices and extension, the unit price will prevail.

C. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 90 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

D. ATTACHMENTS

The following exhibits and attachments shall become part of this solicitation and any resulting purchase order or contract:

1. Attachment – Bidder's Information Form ("Attachment A")
2. Attachment – Best Value Reference Sheet ("Attachment B")
3. Exhibit 1-4 – Trim Diagrams
4. Exhibit 5 – Tree Removal Notification Form

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Bidder, and that the contents of this Bid have not been communicated to any other Bidder prior to the official opening. Further, Bidder certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: J. Michael McClure Title: CFO

Typed Name: J. Michael McClure Company Name: Townsend Tree Service Company LLC

Phone No.: 765-468-1417 Fax No.: 765-468-1417

Email: bhenry@thetownsendcorp.com

Bid Address: P.O. Box 7015 Muncie IN 47308
P.O. Box or Street City State Zip

Order Address: Same as above.
P.O. Box or Street City State Zip

Remit Address: Same as above.
P.O. Box or Street City State Zip

Federal Tax ID No.: 26-1571347

DUNS No.: 01-654-5519 Date: 06/30/2021

FOR CITY USE ONLY

Approved By: _____ Date: _____
City Attorney, City of Georgetown

Approved By: _____ Date: _____
Mayor, City of Georgetown

Attested By: _____ Date: _____
City Secretary, City of Georgetown

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

The undersigned acknowledges that if Firm is a "Company", as that term is defined in Texas Government Code Section 808.001 and is not a sole proprietorship, then Firm certifies that it: (a) does not boycott Israel currently and will not boycott Israel during the term of this agreement; or (b) meets the requirements of an exception listed below.

This form is required to be attached to contracts for goods and services between the City and a Company with 10 or more full-time employees, when the contract has a value of \$100,000 or more that is paid wholly or partly from City funds.

For purposes of this form, the terms "Company" and "boycott Israel" have the meanings assigned by Texas Government Code Section 808.001, except that Texas Government Code Section 2271.001(2) excludes sole proprietorships from this definition of "Company".

Signed By: J. Michael McClure Title: CFO

Typed Name: J. Michael McClure Company Name: Townsend Tree Service Company LLC

Date: 06/30/21

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Firm is not required to provide the certification listed above because:

- ☐ My Firm is not a for-profit "Company" as defined above, pursuant to Texas Government Code Sections 808.001 and 2271.001(2).
- ☐ My Firm has fewer than 10 full-time employees.
- ☐ This is not a contract for goods and services to be provided to the City.

**ATTACHMENT A
BIDDER'S INFORMATION FORM**

Company Name: Townsend Tree Service Company LLC

This form allows bidders to provide a summary of bidder's qualifications, demonstration of skills, knowledge and experience to provide the requested services specified herein.

Business history and experience:

Number of years' experience in right-of-way tree trimming and vegetation management: 76 Years

Number of organizations/businesses provided for: 80

Type of organizations/businesses provided for: Investor Owned Utilities, Cooperatives and Municipalities

Number of years the Company has done business with the City of Georgetown (if applicable): 21

Business Location/Proximity to the City of Georgetown: Blanco, TX (77 Miles)

Subcontractors Bidder intends to perform all work detailed in this Bid and their role in performance of the Services (if *applicable*) (Section 8.6)

Not applicable.

Certifications, Accreditation or Licenses held (provide name of employee and certifications(s) held:

(A copy of all Certifications, Accreditations and Licenses shall be submitted with bid response)

Foreman (Section D):

* See Below

Trimmer I (Section D):

*See Below

Trimmer II (Section D):

*See Below

Herbicide Applicator (Section D):

Brian Dalland, See License Attached

Arborist (Section 4.1):

Brian Dalland, See License Attached.

TB No. 202148

Tree Trimming and Vegetation Management Services

*All employees will be certified in QLCTT, CPR and First Aid. Copies of these certifications would be available upon the award, when the crews are put in place.

Emergency Services:

Does your firm provide emergency services on a 24-hour, 7-day per week basis?

☒ Yes ☐ No

Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available on a 24-hour, 7-day per week basis?

☒ Yes ☐ No

If yes, please list number: 1-877-468-3010

Equipment:

Please list any and all equipment your firm owns or leases and will be using by your crews to perform the Services.

Townsend Tree Service owns over 3,000 pieces of equipment including Bucket Trucks, Chip Dump Units, Chippers, Pick Up Trucks and Several Varieties of Specialized Equipment.

Personnel assigned to the City's account:

Number of full-time employees: 4-6

Types (Titles) of employees to be assigned:

2-3 Foreman

2-3 Trimmers

Number of employees available for temporary assignment: _____

Bidder's Capability and Experience Statement Mark?

Provide a short narrative statement on the ability and capacity of your firm to supply the City with the services as specified herein. Bidder may attach additional documentation if needed. _____

National Tree Expert Company, before it became part of Townsend, began working for the City of Georgetown in the early 1990's. National Tree employees worked side by side with Georgetown employees for 21 years. Townsend strives to be the best in the business. We believe that our years of experience working with Georgetown is an advantage over other bidders. We know the area well and have over the years trimmed the town several times over. We are very familiar as to what Georgetown's personnel and residents expect of their tree trimming company.

Additional Comments/Statements:

Signature J. Michael McClure Date 06/29/21

Printed Name and Title J. Michael McClure, CFO

ATTACHMENT B BIDDERS REFERENCES SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKAGE:

SOLICITATION NUMBER: TB No. 202148

BIDDER'S NAME Toxinsend Tree Service Company LLC **DATE:** 063021

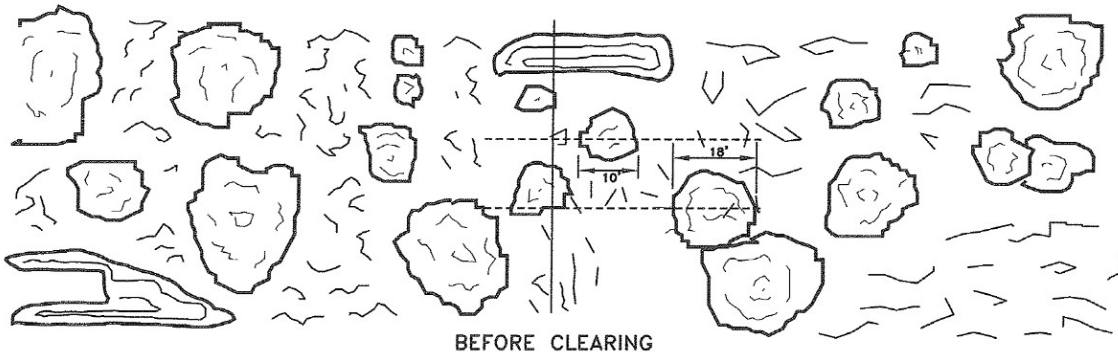
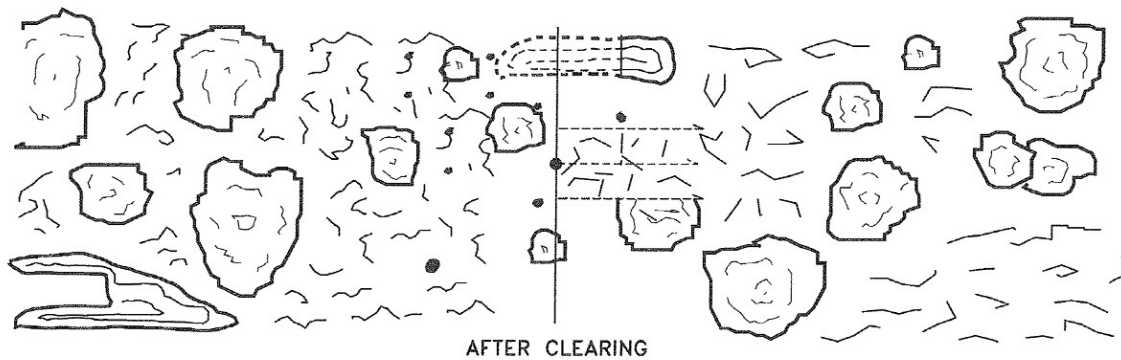
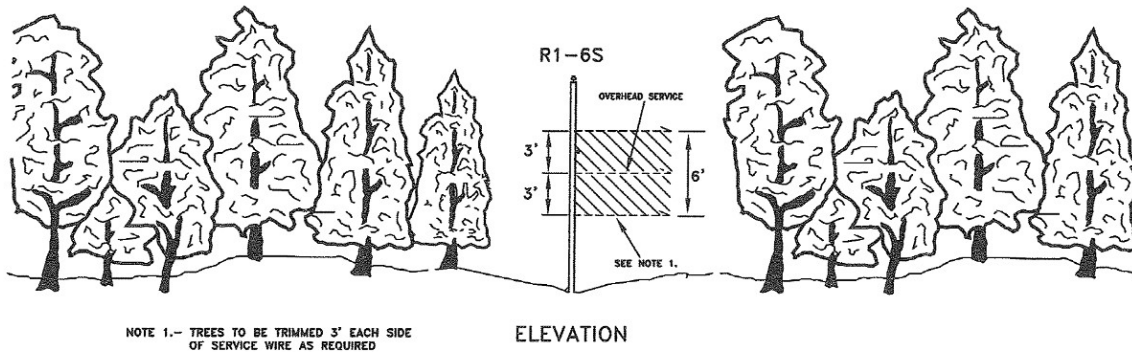
Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Georgetown references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Herrville Public Utility Board
 Name of Contact Joel Hall
 Title of Contact Supervisor Field Services
E-Mail Address hhall@hpu.com
 Present Address 2250 Memorial Blvd.
 City, State Zip Code Herrville, TX 78028
 Telephone Number (830) 257-3050 Fax Number: ()

2. Company's Name Central Texas Electric Cooperative
 Name of Contact Steve Murro
 Title of Contact Operational Specialist
E-Mail Address steve.murro@ctec.coop
 Present Address 386 Friendship Lane
 City, State Zip Code Fredricksburg, TX 78629
 Telephone Number (830) 992-2659 Fax Number: ()

3. Company's Name Guadalupe Valley Electric
 Name of Contact Jeff Siegel
 Title of Contact Vegetation Control Manager
E-Mail Address jseigel@gvec.org
 Present Address 825 E. Sarah DeWitt Drive
 City, State Zip Code Gonzales, TX 78629
 Telephone Number (830) 857-1151 Fax Number: ()

EXHIBIT 1 CLEARING RIGHT-OF-WAY GUIDE [SERVICE LINE]



GEORGETOWN UTILITY SYSTEMS - ELECTRIC

300 Industrial Ave #1
Georgetown, Texas 78626
(512) 930-3555

CLEARING RIGHT-OF-WAY GUIDE
(Service Line)

DRAWING NAME:

11.22.1.2
CON-012

SCALE:

N.T.S.

DATE:

1.2011

DESIGN BY:

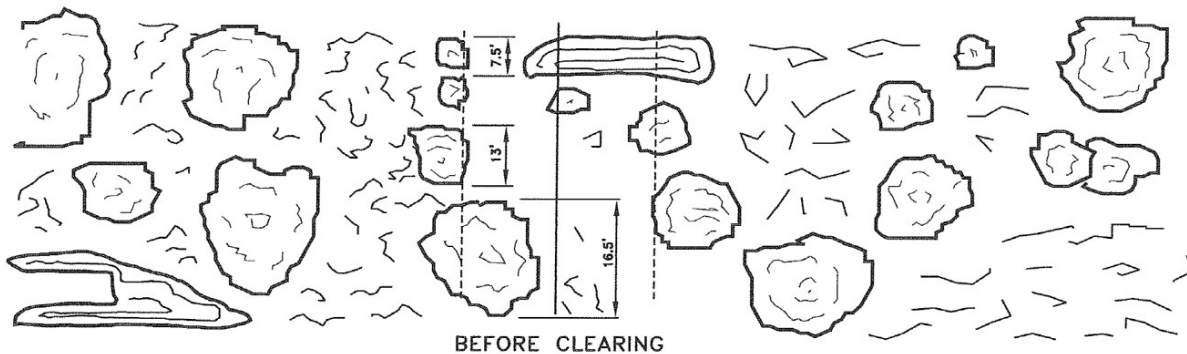
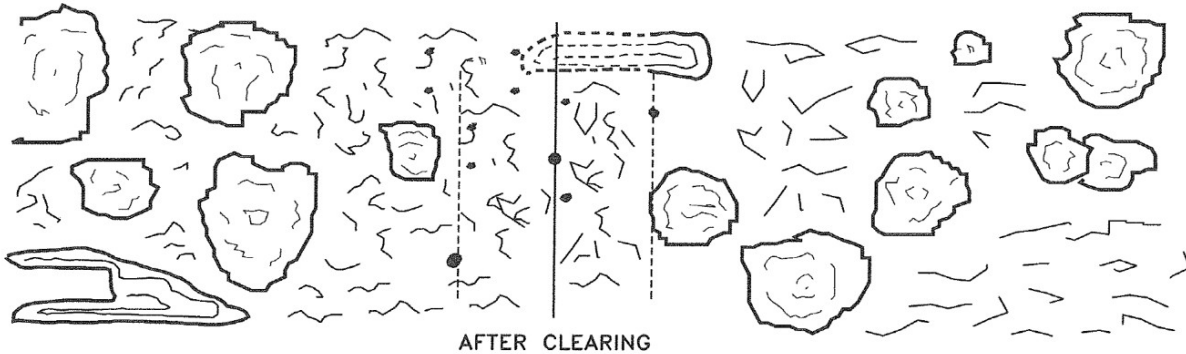
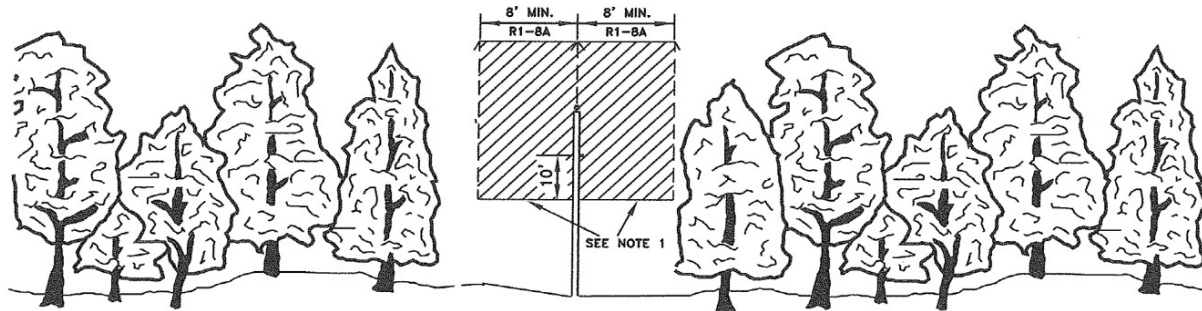
DATE:

M.R.C.

R1-6S

EXHIBIT 2

CLEARING RIGHT-OF-WAY GUIDE – 8' TO ONE SIDE OF POLE LINE [PARTIAL CLEARING]

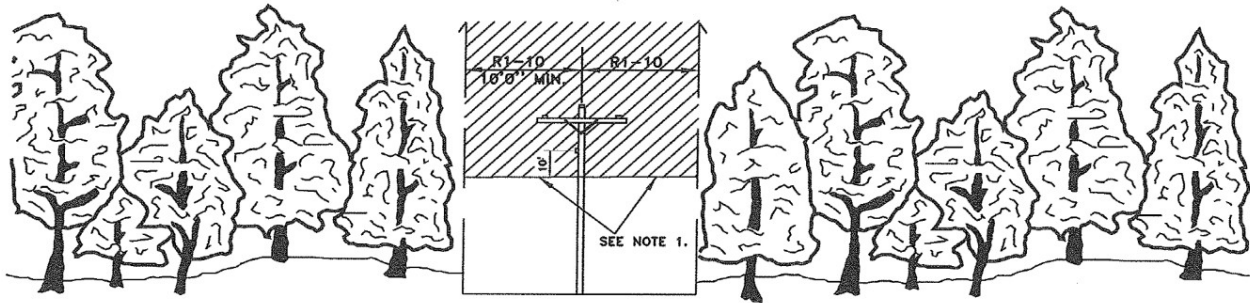


GEORGETOWN UTILITY SYSTEMS – ELECTRIC
 300 Industrial Ave #1
 Georgetown, Texas 78626
 (512) 930-3555

CLEARING RIGHT-OF-WAY GUIDE
 8' TO ONE SIDE OF POLE LINE
 (Partial Clearing)

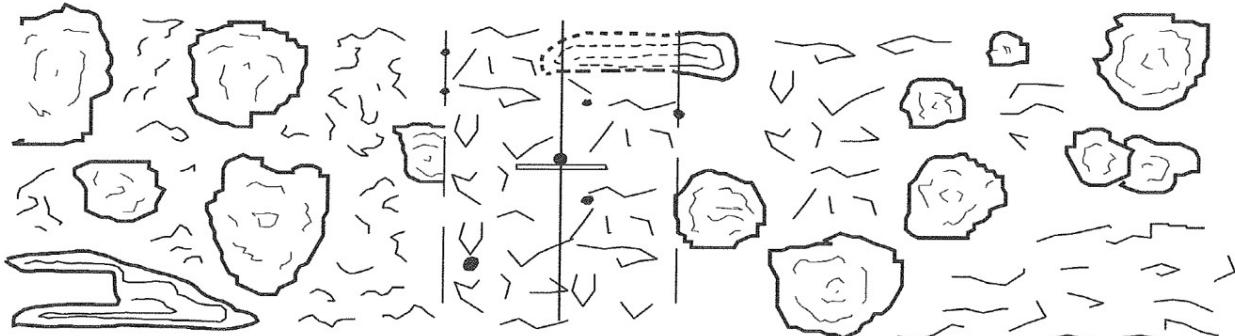
DRAWING NAME:		11.22.1.1 CON-011
DESIGN	DATE	R1-8A
N.T.S.	1.2011	
REVIEW	DATE	
M.R.C.		

EXHIBIT 3 **CLEARING RIGHT-OF-WAY GUIDE – 10' TO ONE SIDE OF POLE LINE [PARTIAL CLEARING]**

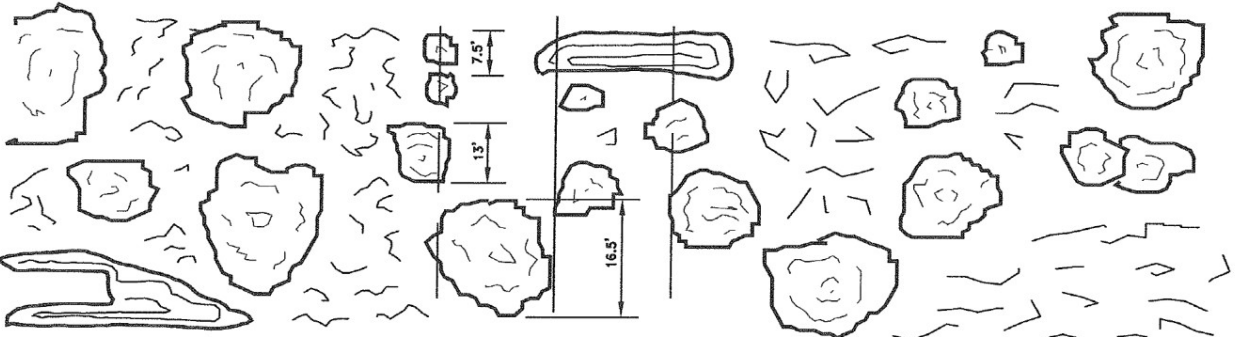


NOTE 1. BRUSH AND TREE LINE TO BE A MINIMUM OF 10' BELOW LOWEST ELECTRICAL CONDUCTOR.

ELEVATION



AFTER CLEARING



BEFORE CLEARING

NOTE 2. GUS REPRESENTATIVE MUST APPROVE THIS PRUNING SPECIFICATION PRIOR TO WORK BEGINNING.

GEORGETOWN UTILITY SYSTEMS – ELECTRIC

300 Industrial Ave #1
 Georgetown, Texas 78626
 (512) 930-3555

CLEARING RIGHT-OF-WAY GUIDE
 10' TO ONE SIDE OF POLE LINE
 (Partial Clearing)

REVISIONS

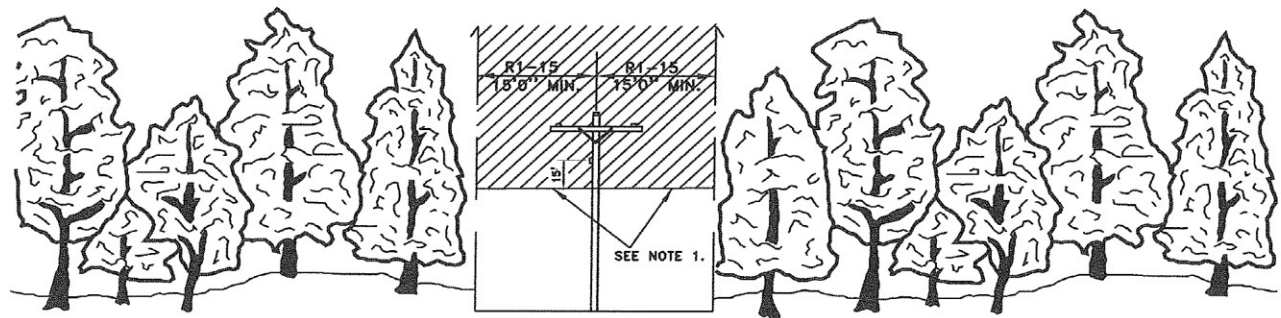
11.22.1.1

DATE
 N.T.S.
 D.M.K.

1.2011

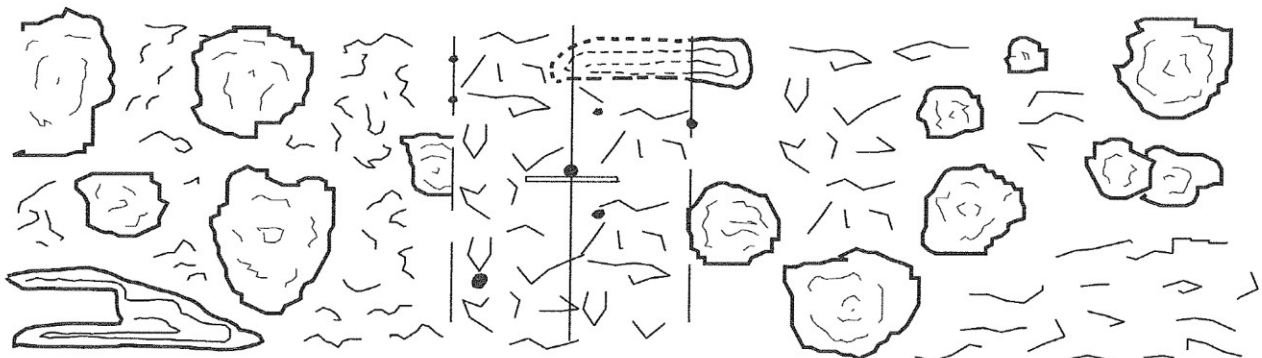
R1-10

EXHIBIT 4 **CLEARING RIGHT-OF-WAY GUIDE – 15' TO ONE SIDE OF POLE LINE [Partial Clearing]**

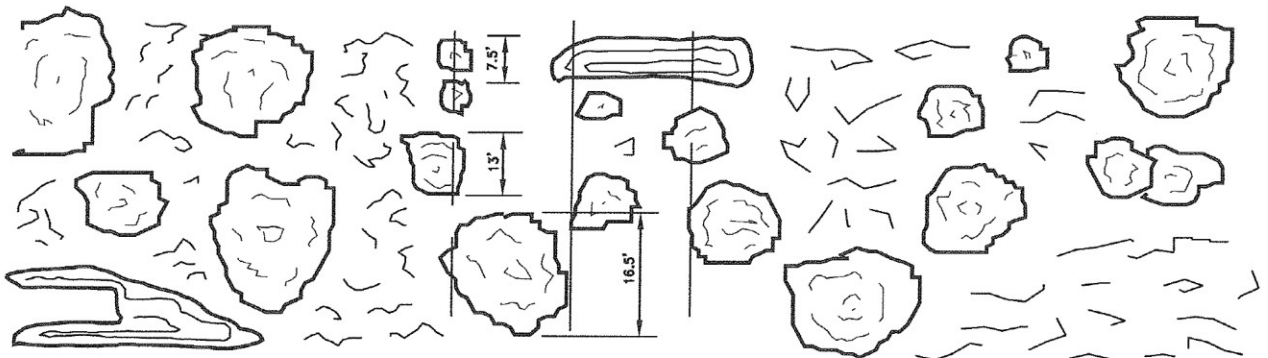


NOTE 1. BRUSH AND TREE LINE TO BE A MINIMUM OF 10' BELOW LOWEST ELECTRICAL CONDUCTOR.

ELEVATION



AFTER CLEARING



BEFORE CLEARING

NOTE 2. GUS REPRESENTATIVE MUST APPROVE THIS PRUNING SPECIFICATION PRIOR TO WORK BEGINNING.

GEORGETOWN UTILITY SYSTEMS – ELECTRIC

300 Industrial Ave #1
 Georgetown, Texas 78626
 (512) 930-3555

CLEARING RIGHT-OF-WAY GUIDE
 15' TO ONE SIDE OF POLE LINE
 (Partial Clearing)

REVISIONS

11.22.1.1

DATE

N.T.S.

1.2011

DATE

APRIL 2011

R1-15

EXHIBIT 5 TREE REMOVAL NOTIFICATION FORM

Owner's Phone # _____

Ckt/LF _____

The City of Georgetown Electric Department is currently pruning and/or removing vegetation that is near the electric facilities. This work is necessary to ensure safe and reliable electric service to your area and is not at any additional expense to you. This form is to ensure you have been informed of the line clearance work to be completed on your property at:

Address _____

(Only complete the areas that apply below)

These codes explain the work needed to be performed on the vegetation on your property.		
Code #	Explanation	
Code 1	The tree will be removed and treated to prevent stump sprouting. All logs will be left on your property cut into manageable lengths unless otherwise noted on the work plan.	
Code 2	The tree will be pruned 4 feet from the electric facilities. **	
Code 3	The tree will be pruned 10 feet from the electric facilities. **	
Code 4	Some limbs that will be pruned must be removed to the trunk or a lateral branch farther than the pruning clearance specified.	
Code 5	Some limbs that will be removed to obtain the line clearance will be larger than six (6) inches in diameter. All logs will be left on your property cut into manageable lengths unless otherwise noted on the work plan.	
Code 6	The tree will be pruned for 4 – 6 feet from the pole/guy wires.	
Code 7	The tree will have limbs pruned that are in direct contact with the pole/guy wires/secondary/service	
Code 8	Tree less than two (2) inches in diameter will be removed and/or treated to prevent further growth.	
# Trees Pruned	<div style="text-align: center;">Total Trees Removed by Diameter at Breast Height</div> <div style="display: flex; justify-content: space-between; font-size: small;"> 2–7.9" diam _____ 8–13" diam _____ 13.1–18.9" diam _____ 19.0" and greater diam _____ </div>	Brush

☐ DOGS OR LOCKED GATES

Line Location = [F]ront, [R]ear, [S]ide, [M]iddle of Property

# of Trees	Line Location	Right-of-Way Tree (Y/N)	Species and Diameter at Breast Height (only if the tree is a removal or > 19 in.)	Code #	Pole #(s) and/or

** Electric Department has developed an interim line clearance standard that will be in place until a tree regrowth rate study has been completed, reviewed, and new pruning clearances have been established. At that time, your trees will be reviewed and additional clearances may be required.

Crew Type	Crew Foreman	Start Date	Completion Date	Work Order

Property Owner or Legal Representative

Date

City Representative

Date

If you have any questions or concerns, you may contact your City's representative at: _____.

ITB No. 202148

Tree Trimming and Vegetation Management Services



202148 Addendum 1

Townsend Tree Service Company LLC

Supplier Response

Event Information

Number: 202148 Addendum 1
Title: Tree Trimming and Vegetation Management Services
Type: Invitation to Bid
Issue Date: 6/16/2021
Deadline: 7/2/2021 02:00 PM (CT)
Notes: **The City of Georgetown is accepted sealed bids for Tree Trimming and Vegetation Management Services.**

Bids MUST be **electronically submitted** through the City E-bid system accessible via City's web site at <https://gtowntx.ionwave.net/Login.aspx> on or before **July 2, 2021 at 2:00 PM** and immediately thereafter publicly opened and read aloud.

Questions regarding use of the E-bid System may be directed by email to: nicole.abrego@georgetown.org

The public bid opening will be held virtually. This is accessible using the link and call in information provided below:

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)

Contact Information

Contact: Nicole Abrego Buyer
Address: Purchasing
GMC
300-1 Industrial Avenue
Georgetown, TX 78626
Phone: (512) 930-8454
Fax: (512) 930-9027
Email: nicole.abrego@georgetown.org

Townsend Tree Service Company LLC Information

Address: P.O. Box 7015
1015 W. Jackson Street
Muncie, IN 47308
Phone: (765) 468-1417
Fax: (765) 468-1517
Web Address: www.thetownsendcorp.com

The Bidder/Proposer affirms that they are duly authorized to submit this Bid/Proposal, that this Bid/Proposal has not been prepared in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal have not been communicated to any other Bidder/Proposer prior to the official opening. Further, Bidder/Proposer certifies that it: i) does not boycott Israel; ii) will not boycott Israel during the term of the Agreement; and iii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

J. Michael McClure

Signature

Submitted at 7/2/2021 11:12:39 AM

bhenry@thetownsendcorp.com

Email

Response Attachments

CGT -Certification and Acknowledgement -2021.pdf

Certification and Acknowledgement

CGT-Cert Req by TX Govt Code Chapter 2270-2021.pdf

Certificate Required by TX Govt Code Chapter 2270

CGT-Attachment B-Bidders References Sheet.pdf

Attachment B-Bidders Reference Sheet

TX Herbicide Applicator-Dalland 2021.pdf

TX Herbicide Applicator's License -Brian Dalland

2021 Certified Arborist.pdf

Certified Arborist License-Brian Dalland

CGT-Attachment A-Bidder's Information Form-2021.pdf

Attachment A-Bidder's Information Form

City of Georgetown Exceptions 2021.pdf

Townsend's Exceptions to T/C's.

Bid Attributes

1 Certification and Acknowledgement

I have acknowledged the Certification and Acknowledgement.

☒ I agree. (I agree.)

2 Certification Required by TGC 2270

I have acknowledged Certification Required by TGC 2270.

☒ I agree. (I agree.)

3 Bidder Information Form

I have included Attachment A - Bidders Information Form in my response.

☒ I agree. (I agree.)

4 Best Value Reference Sheet

I have included Attachment B - Best Value Reference Sheet in my bid response.

☒ I agree. (I agree.)

5 Bid Line Items

SERVICES: Pricing shall include all costs associated with providing the services, including but not limited to insurance, travel time, mileage, and exclusive of all taxes. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include, but not be limited to, labor, tools, materials, supplies, equipment, incidental and overhead costs, environmental fees, equipment rental, demurrage, fuel surcharges, delivery/freight charges, security surcharges, cost associated with obtaining permits or any other extraneous charges unless stated clearly on the bid form.

6 Specification Acknowledgement

Contractor warrants that it is fully qualified to perform the Services described in this specification and that he/she understands the currently known hazards, which are presented to persons, property and the environment in the performance of these Services. Contractor warrants that he/she understands the scope of all applicable regulations to properly trim trees and perform vegetation maintenance services in full compliance with all laws, governmental regulations and orders, and in full compliance with all terms and conditions specified, as applicable to providing the services described in this Bid specification.

☒ I agree. (I agree.)

Bid Lines**1 Hydraulic Dump Truck & Tools 15 cu. yd. minimum**

Quantity: 1 UOM: Per crew hour worked Price: \$12.09 Total: \$12.09

Item Notes: Enter unit bid price for equipment charges when hourly rates are authorized by the City

2 Power Saw

Quantity: 1 UOM: Per crew hour worked Price: \$0.55 Total: \$0.55

Item Notes: Enter unit bid price for equipment charges when hourly rates are authorized by the City

3 Bucket Truck or Aerial Lift

Quantity: 1 UOM: Per Month Price: \$19.96 Total: \$19.96

Item Notes: Enter unit bid price for equipment charges when hourly rates are authorized by the City

4 Bush Chipper

Quantity: 1 UOM: Per crew hour worked Price: \$6.28 Total: \$6.28

Item Notes: Enter unit bid price for equipment charges when hourly rates are authorized by the City

5 Tractor/Mower

Quantity: 1 UOM: Per hour utilized Price: \$50.00 Total: \$50.00

Item Notes: Enter unit bid price for equipment charges when hourly rates are authorized by the City

				Townsend Tree Service Company LLC	
				Total Price	\$2,299.48
Line #	Description	QTY	UOM	Unit	Extended
1	Hydraulic Dump Truck Tools 15 cu. yd. min	1	Per crew hour worked	<u>\$12.09</u>	\$12.09
2	Power Saw	1	Per crew hour worked	<u>\$0.55</u>	\$0.55
3	Bucket Truck or Aerial Lift	1	Per Month	<u>\$19.96</u>	\$19.96
4	Bush Chipper	1	Per crew hour worked	<u>\$6.28</u>	\$6.28
5	Tractor/Mower	1	Per hour utilized	<u>\$50.00</u>	\$50.00
6	Class I Trimmer The Class I Trimmer rate will	1	Per man hour worked	<u>\$54.21</u>	\$54.21
7	Class II Trimmer The Class II Trimmer rate will	1	Per man hour worked	<u>\$50.21</u>	\$50.21
8	Climber	1	Per man hour worked	<u>\$54.21</u>	\$54.21
9	Working Foreman	1	Per man hour worked	<u>\$64.21</u>	\$64.21
10	Eight [8] inches or less	1	Per tree	<u>\$144.66</u>	\$144.66
11	>[greater than] eight 8 inches to twelve 12 in	1	Per tree	<u>\$289.32</u>	\$289.32
12	> [greater than] 12 inches to 18 inches DBH	1	Per tree	<u>\$433.98</u>	\$433.98
13	>[greater than] 18 inches to 26 inches DBH	1	Per tree	<u>\$650.97</u>	\$650.97
14	26 inches and above DBH	1	Per tree	<u>\$144.66</u>	\$144.66
15	Complete removal of wood for all tree removal	1	Time & Material rate/hour	<u>\$144.66</u>	\$144.66
16	Application of herbicides per section F [7.1-7	1	Hourly rate	<u>\$75.00</u>	\$75.00
17	R1-8A Distribution Line Right-of-Way	1	Per cleaning unit	<u>\$5.98</u>	\$5.98
18	R1-10 Distribution Line Right-of-Way	1	EA	<u>\$8.22</u>	\$8.22
19	R1-15 Distribution Line Right-of Way	1	Per cleaning unit	<u>\$16.74</u>	\$16.74
20	R1-6S Distribution Line Right-of-Way	1	Per cleaning unit	<u>\$3.36</u>	\$3.36
21	Hourly Rate for a Supervisor/Grounds Foreman	1	Hourly Rate	<u>\$70.21</u>	\$70.21

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Brian Dalland

Having successfully completed the requirements set by the
International Society of Arboriculture, the above named
is hereby recognized as an ISA Certified Arborist®




Kevin Martlage
Director of Credentialing
International Society of Arboriculture


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

TX-3388AU
Certification Number

18 May 2006
Certified Since

30 Jun 2021
Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

This certification has been renewed but new
certificate has not been recieved.

together, and laminate.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

BRIAN DALLAND
647 CROOKED OAK LANE
ROUND MOUNTAIN TX 78663

License No:	0603392
Effective Date:	June 30, 2020
Expires:	June 30, 2021
Categories:	



This have been renewed but new card
has not been received.



TREE TRIMMING AND VEGETATION MANAGEMENT SERVICES

ITB: No: 202148

STANDARD TERMS AND CONDITIONS

CITY OF GEORGETOWN, TEXAS

EXCEPTIONS TO BID PROPOSAL

Contractor's Certification: This is to certify that it is our intent to furnish equipment, material and in compliance with the Bid submitted by us except where expressly noted below. The Bid is expressly amended and modified by Contractor to include the following terms and conditions:

1. **Page 4, Section CC. Indemnity: Addition of the following sentence to the end of the paragraph:**

CONTRACTOR'S indemnity obligations shall not apply to any losses or damages to the extent such losses or damages were caused by or resulted from the sole negligence or willful misconduct of the City of Georgetown, TX.

Townsend Tree Service Company LLC

Contractor

By J. Michael McClure

J. Michael McClure, CFO

06/30/21

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	CONTACT NAME: Heather Cameron PHONE (A/C, No, Ext): 713-880-7100 E-MAIL ADDRESS: hcameron@bmbinc.com	FAX (A/C, No): 713-880-7166
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Ins Co		23035
INSURER B: AXIS Surplus Insurance Company		26620
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1957628596**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB2691471375011	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS2691471375031	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phys Damage - \$ Self Insd
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	P00100029191902	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WA269D471375021	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Ohio Excess Workers Compensation SIR - \$1,000,000			EW569N471375041	3/1/2021	3/1/2022	\$1,000,000 - E.L. \$1,000,000 - E.L. \$1,000,000 - E.L. Each Accident Each Employee Policy Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the certificate holder, are added as an additional insured with respect to the general liability, auto liability and excess liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation, with respect to the general liability, auto liability, worker's compensation and excess is granted to See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Georgetown Attn: Purchasing PO BOX 409 Georgetown TX 78627	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Townsend Tree Service Company, LLC 1015 W. Jackson Street Muncie, IN 47305
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

those parties listed in said contract, including the certificate holder.

The general liability, auto liability, and excess, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

RE: Tree Trimming and Vegetation Management Services

Texas is included in the list of 3A states on the Workers Compensation policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number: TB2691471375011
Effective Date: 03/01/2021 - 03/01/2022

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number: TB2691471375011
Effective Date: 03/01/2021 - 03/01/2022

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number: TB2691471375011
Effective Date: 03/01/2021 - 03/01/2022

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: AS2-691-471375-031
Effective Date: 03/01/2021 - 03/01/2022

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-691-471375-031
Effective Date: 03/01/2021 - 03/01/2022

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract prior to an agreement

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: AS2-691-471375-031
Effective Date: 03/01/2021 - 03/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

All persons or organizations with whom you have entered into a written contract or agreement prior to an occurrence or offense.

Regarding Designated Contract or Project:

Where required by written contract prior to an agreement

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number: WA269D471375021
Effective Date: 03/01/2021 - 03/01/2022

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by Liberty Mutual Fire Insurance Company 16586

Issued to



Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Except for section and paragraph headings, all words in bold have a special meaning as set forth in the section entitled **DEFINITIONS**. Titles are provided for informational purposes only and do not have special meaning. The word "Insured" means the persons or entities set forth in the section entitled Who is an Insured. The words "we", "us" and "our" refer to the Insurance Company set forth in the Declarations.

In consideration of the payment of premium and in reliance upon all statements made and information furnished to the Insurer in the application, and subject to all of the terms, conditions, and limitations of this policy and any endorsements thereto, the **First Named Insured** and we agree as follows:

INSURING AGREEMENTS

We will pay that part of **loss**, up to the Limits of Insurance and in excess of the applicable **underlying insurance**, that the Insured becomes legally obligated to pay provided that:

- a. such **loss** is also covered under the **underlying insurance** or would have been covered but for the exhaustion of the applicable **underlying limits**;
- b. such **underlying limits** have been exhausted by payment, in legal currency by the **underlying insurers**, of amounts covered under such applicable **underlying insurance**;
- c. as respects any **underlying insurance** that applies on a claims-made basis, if any Retroactive Date is shown in the Declarations, such Retroactive Date replaces any retroactive date shown in any **underlying insurance**; and
- d. settlement of any claim or **suit** for an amount in excess of any **underlying insurance** shall not be binding on us unless we consent in writing.

Except as otherwise set forth in this Policy, this excess insurance follows the terms, conditions, restrictions, exclusions, definitions and endorsements of the **followed policy**. Further, any exclusions or restrictions included within any layer of **underlying insurance** applies to this excess insurance. Under no circumstances will the coverage provided by this insurance be broader than any **underlying insurance**.

DEFENSE AND SETTLEMENT

1. We have the right and the duty to defend the Insured against covered **suits** when the Limits of Insurance of all applicable **underlying insurance** have been exhausted by payment of **loss** or **claim expenses** (if such **claim expenses** reduce the Limits of Insurance of the **underlying insurance**) to which this insurance applies. We have such duty even if the **suit** is groundless, false or fraudulent.
2. We have the right to investigate any claim or **suit** we defend. We will pay, with respect to any claim we investigate, or any **suit** we defend, reasonable **claim expenses** to the extent such **claim expenses** are not covered by the **underlying insurance**.
3. Except as set forth in paragraph 1, we have no duty to defend any **suit**. Where we have no duty to defend, we will have the right to participate in the defense of any **suit** or in the investigation of any claim seeking **loss** to which this insurance may apply. When we exercise our right to participate in the defense, we will pay our own expenses, but we will not contribute to the expenses of the Insured or any other insurers, including any **underlying insurer**.
4. If a **suit** is covered by this insurance and is brought outside of the United States of America (including its territories and possessions), Puerto Rico or Canada, and we exercise our right to defend such **suit**, but are prevented by law, or otherwise, from defending the Insured, the Insured will initiate a defense of the **suit**. We will reimburse the Insured for reasonable and necessary **claim expenses** incurred for the defense of a **suit** seeking **loss** to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

WHO IS AN INSURED

Each of the following is an insured under this policy:

1. Any **Named Insured**.
2. any other person or organization qualifying as an insured in the **followed policy**, but not beyond the extent of any limitation imposed under any **Underlying Insurance**.

LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:
 - a. Insureds;
 - b. claims made or **suits** brought; or
 - c. persons or organizations making claims or bringing **suits**.
2. If there is a limit stated in the Declarations for the General Aggregate Limit (Other than Products-Completed Operations), that amount is the most that we will pay for all **loss** under this insurance, except for **loss** arising out of the products-completed operations hazard. The General Aggregate Limit also does not apply to any coverage under this policy for automobile liability.
3. If there is a limit stated in the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most that we will pay under this insurance for injury or damage included in the products-completed operations hazard.
4. If there is a limit stated in the Declarations for the Combined Aggregate Limit, that amount is the most we will pay under this insurance for all coverages, except that this Combined Aggregate Limit does not apply to any coverage under this policy for automobile liability.
5. If there is a limit stated in the Declarations for the Total Aggregate Limit, that amount is the most we will pay under this insurance for all coverages.
6. Subject to Paragraphs 2., 3., 4. and 5.above, the Each Occurrence Limit stated in the Declarations is the most we will pay for **loss** arising out of one **event**.
7. If the applicable Limits of Insurance of the **underlying limits** are reduced or exhausted by payments of **loss**, unless otherwise specified by this policy, the Limits of Insurance of this policy will;
 - a. in the event of reduction, apply in excess of such reduced limits; and
 - b. in the event of exhaustion, continue in force as underlying insurance.
8. If **claim expenses** do not reduce the Limits of Insurance of the **underlying insurance**, then **claim expenses** will not reduce the Limits of Insurance of this policy. If **claim expenses** do reduce the Limits of Insurance of the **underlying insurance**, then **claim expenses** will also reduce the Limits of Insurance of this policy.
9. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after the issuance of this policy for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding policy period for the purposes of determining the Limits of Insurance.



Failure to maintain **underlying insurance** will not invalidate this insurance. However, this insurance will apply as if the **underlying insurance** were in full effect.

The **Named Insured** must notify us as soon as practicable when any **underlying insurance** is no longer in effect.

OTHER INSURANCE

This insurance is excess over, and shall not contribute with, any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this policy.

PREMIUM COMPUTATION

If this policy is subject to audit adjustment, as indicated on the Declarations, the rate, rating basis and estimated exposure for the policy period will be stated in the Declarations. We will compute the premium for this policy by applying the rate to each unit of exposure of the rating basis. The estimated exposure is used to determine the minimum premium and the deposit premium set forth on the Declarations. The actual exposure will be used to determine the earned premium.

At the close of each audit period, we will compute the earned premium. If the earned premium is greater than the deposit premium stated on the Declarations, the first **Named Insured** must, upon notice from us, immediately send us the difference. Subject to the earned premium, if the minimum premium is less than the deposit premium, we will return the excess premium to you. However, if the earned premium is less than the minimum premium stated on the Declarations, we will not return any premium.

In the event of mid-term cancellation, we will retain the applicable pro rata or short rate earned premium and will return the difference between the earned premium and the deposit premium.

However, in no event shall we retain less than the minimum earned premium as calculated by the minimum earned premium percentage set forth in the Declarations.

REPRESENTATIONS OR FRAUD

By accepting this policy, the **Named Insured** agrees:

- a. the statements in the Application are accurate and complete;
- b. those statements are based upon representations the **Named Insured** made to us;
- c. we have issued this policy in reliance upon the **Named Insured's** representations; and
- d. this policy is void in any case of intentional fraud by the **Named Insured** as it relates to this policy or any claim or **suit** under this policy.

SUBLIMITED UNDERLYING INSURANCE

Unless a sublimit is specifically included within the Schedule of Underlying Insurance for this Policy, this Policy shall not apply in excess of any coverage that imposes a sublimit of insurance specified in the **underlying insurance**. Any **loss** related to any sublimited coverage excluded by this policy, but provided by any **underlying insurance**, shall not be recognized by this policy as eroding or exhausting the limits of the **underlying insurance**.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring **suit** or transfer those rights to us to help us enforce them. We will waive these rights to recover only if and to the extent such rights are waived by the insurers of any **underlying insurance**.



Effective Date of Endorsement	Policy Number	Premium
03/01/2021	P00100029191902	N/A

AMENDATORY ENDORSEMENT - NON-CONTRIBUTORY CLAUSE

The Other Insurance condition set forth in the CONDITIONS section of the policy shall not apply when a contract, into which you have entered, requires the Commercial General Liability Policy shown in the Schedule of Underlying Insurance to be primary and non-contributory. However, this exception to the Other Insurance Condition applies only as respects liability arising out of your operations, **your work**, or premises owned or rented to you. Additionally, this condition will not apply to insurance specifically written as excess over this policy.

All other provisions of the policy remain unchanged.

Policy Number: TB2691471375011
Effective Date: 03/01/2021 - 03/01/2022

Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with the Company	Per Schedule on file with the Company	60

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-691-471375-031
Effective Date: 03/01/2021 - 03/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File with the Company		60

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the Company	Schedule on file with the Company	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No. WA269D471375021 Effective Date Premium \$

Issued to The Townsend Corporation



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
1	03/01/2021	P00100029191902	N/A

CERTIFICATE HOLDERS NOTICE OF CANCELLATION ENDORSEMENT

It is agreed that:

If we cancel this policy for any reason, other than non-payment of premium, we will endeavor to provide notice of cancellation to the persons or organizations who have been issued a Certificate of Insurance pertaining to this policy and who have been specifically and individually identified in writing to us by you and for who you have provided mailing addresses, including but not limited to the Certificate Holder's designee for receipt of such notices, prior to the effective date of cancellation. We will endeavor to provide such notice of cancellation via U.S. First Class Mail to such identified Certificate Holders within 30 days of the effective date of such cancellation.

Such notice of cancellation may be provided to the persons or organizations identified and designated by you before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

1. alter the effective date of policy cancellation,
2. render such cancellation ineffective,
3. grant, alter or extend any rights or obligations under this policy;
4. extend the insurance beyond the effective date of cancellation; or
5. impose any liability of any kind upon us or any of our agents or representatives.

All other provisions of the policy remain unchanged.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-797263

Date Filed:
08/31/2021

Date Acknowledged:

9/2/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Townsend Tree Service Company LLC
Muncie, IN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Georgetown Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-0122-SC
Right of Way Vegetation Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is J. MICHAEL McCLURE and my date of birth is 11/03/55

My address is 1015 W. JACKSON ST. MUNCIE IN 47305 US
(street) (city) (state) (zip code) (country)

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

Executed in DELAWARE COUNTY County, State of INDIAN, on the 1ST day of SEPT, 2021.
(month) (year)

J. Michael McClure
Signature of authorized agent of contracting business entity
(Declarant)