

CITY OF WASHINGTON

NORTH CAROLINA

**SPECIFICATIONS AND
CONTRACT DOCUMENTS**

**TO PROVIDE TREE TRIMMING LABOR
AND EQUIPMENT FOR ELECTRICAL
DISTRIBUTION SYSTEM**

INVITATION TO BID

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**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

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(date)

Subject: City of Washington
Specifications and Bid Documents
Provide Tree Trimming Labor and Equipment
for Electrical Distribution System
Request for Proposals

Dear (contractor):

The City of Washington would like to extend to you an invitation to submit a quotation on the above referenced work. Bids will be accepted by the City of Washington until 2:00 p.m., EST, on Tuesday, 21 February 2012 at the office of Keith Hardt, PE, Director of Electric Utilities, 102 East Second Street, Washington, North Carolina, pursuant to the Notice to Prospective Bidders. Any bids received subsequent to the bid opening will be returned unopened.

The bid opening will be held at 2:00 p.m., EST, on Tuesday, 21 February 2012 in the City Council Chambers, Second Floor, Washington Municipal Building, 102 East Second Street, Washington, North Carolina, 27889.

I have enclosed a schedule of major bid and contract events as well as a list of items that must be completed for the bid to be considered. If you have any comments or questions in regard to the Specifications or Bid Documents please feel free to contact me.

Sincerely,

Keith Hardt, PE
Director of Electric Utilities

Project Bid and Award Schedule

Bid Opening	Date & Time:	Monday, 21 February 2012; 2:00 p.m.
	Location:	City Council Chambers Washington Municipal Building

Tentative

City Council Meeting	Date & Time:	Monday, 12 March 2012; 5:30 p.m.
Award of Contract	Location:	City Council Chambers Washington Municipal Building

Items from Bid Package to Be Completed for Bid Submission

- Contractor's Proposal
- Unit Summary and Unit Prices
- Form of Exception
- North Carolina Bid Bond
- Hold Harmless Agreement
- Power of Attorney
- Contractor's License
- Statement of Compliance (p. OCSS-1)

Items to Be Completed by Contractor After Award by City of Washington

- Acceptance of Notice of Award
- Performance Bond
- Payment Bond
- Contract
- Acceptance of Notice to Proceed

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

NOTICE TO PROSPECTIVE BIDDERS

Sealed proposals will be received by the City of Washington, Washington, North Carolina, in the office of the Director of Electric Utilities until 2:00 p.m., Tuesday, 21 February, 2012 at which time and place all bids will be publicly opened and read for the furnishing of labor and equipment for electrical system distribution system improvement work described below:

Send Proposals To:	Keith Hardt, PE
Title:	Director of Electric Utilities
Address:	City of Washington Post Office Box 1988 102 East Second Street Washington, North Carolina 27889-1988
Bid Opening Time:	2:00 p.m. EST
Bid Opening Date:	Tuesday, 21 February 2012

Proposals shall bear the name of the bidder and be marked:

**City of Washington
Washington, North Carolina
Specifications and Bid Documents
Provide Tree Trimming Labor and Equipment
for Electrical Distribution System
Sealed Bid - Do Not Open Until
2:00 p.m., EST; Tuesday, 21 February 2012**

A formal bid procedure is being used to secure this contract as per the General Statutes of North Carolina 143-129. The total amount of the contract may exceed \$100,000. The contract shall be secured after formal bids have been received and secured. The contract shall be awarded to the lowest responsible bidder, taking into consideration quality, performance, previous work experience, and the time specified in the bids for the performance to the contract.

Proposals must be filled out in ink or typewriter.

Complete plans, specifications and contract documents will be open for inspection in the

office of the Director of Electric Utilities and the Office of the Director of Finance of the City of Washington, Washington, North Carolina.

All contractors are hereby notified that they must have proper license under the Chapter 87, General Statutes of North Carolina (G.S. 87-15).

Each bid proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation of an amount equal to not less than 5% of the bid amount, or a Bid Bond executed by a Surety Company licensed under the laws of North Carolina to execute such bonds. This deposit shall be retained to execute the contract within ten days after the award, or to find satisfactory surety as required by statute.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of thirty (30) days. The City of Washington reserves the right to reject any or all bids, to waive informalities, and to award a contract which appears to be in its best interest.

Keith Hardt, PE
Director of Electric Utilities

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

INSTRUCTIONS TO BIDDERS

1. **PROPOSALS**

Proposals must be made in strict accordance with the Contractor's Proposals provided and must not be detached from these documents and all blank spaces for bids and alternates properly filled in. Numbers shall be stated both in writing and in figures and the complete form shall be without any delineations, alterations, or erasures. In accepting the proposal the City of Washington will assume that no such alterations have been made and if they appear afterwards, they shall not be binding upon the City.

The Contractor shall fill in the Proposal as follows:

If the documents are executed on the part of a corporation, they shall be executed by either the President and Secretary or the Vice-President and Secretary and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be attached to each copy of the documents.

Proposals shall be addressed as indicated on the Advertisement for Bids and shall be delivered enclosed in an opaque sealed envelope, marked "Proposal" and bearing the information listed in the Instructions to Bidders.

Modifications of bids will be acceptable only if delivered in writing to the place of the bid opening prior to the time for opening bids. Should the bidder find discrepancies in or omissions from the drawings, or documents or should be in doubt as to their meaning, he shall at once notify the City who will send a written instructions to all bidders. Here and after in this entire bid document Engineer shall mean either Electric Utilities Director or City of Washington's consulting Engineer. The City will not be responsible for any oral instructions. If plans and specifications are found to disagree after contract is awarded the City shall be the judge as to which was intended.

2. **BID SECURITY**

Each proposal shall be accompanied by a cash deposit, or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation or a

bid bond in an amount equal to not less than five percent (5%) of the proposal. Said deposit to be retained by the City as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law.

Bid bond shall be conditioned that the Surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the Surety shall pay the obligee an amount equal to double the amount of said bond. Standard form of bid bond is included in these specifications.

3. BULLETINS AND ADDENDA

Any bulletins or addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in the closing contract they will become a part thereof. Receipt of addenda shall be acknowledged by the bidder in the proposal form.

4. AWARD OF CONTRACT

The award of the contract will be made to the lowest responsible bidder as soon as practicable; provided that in the selection of equipment or materials a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization or ultimate economy if the advantage of such standardization or ultimate economy is clearly evident. The City reserves the right to reject any portion of any or all bids.

Before awarding a contract the City may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following documentary data:

- (1) A financial statement showing assets and liabilities of the company current to date within 30 days of the date of opening bids or other information satisfactory to the City.
- (2) A listing of not less than three (3) completed projects of similar scope and nature.
- (3) Permanent name and address of place of business.
- (4) The number of regular employees of the organization and length of time the organization has been in business under the present name.
- (5) The name and home office address of the Surety propose and the name and address of the responsible local claim agent.

- (6) The names of members of the firm who hold appropriate trade license, together with license numbers.

Should the City adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the above information furnished, said apparent low bidder will be notified and his bid security shall be returned to him without prejudice.

5. EXAMINATION OF CONDITIONS

The submission of a bid will assume that the contractor has fully examined the site and knows existing conditions and has made every provisions for operation under existing conditions, and has included all necessary items. Failure of the contractor to become fully aware of working conditions, shall not become a bases for additional payment in the event adverse working conditions are encountered.

6. PAYMENTS

Payment shall be made on a basis of ninety percent (90%) of monthly estimated cost of labor and materials, including freight or hauling on receipted bills. The contract payment shall be due and payable within twenty (20) days after the contractor's invoice has been certified for payment by the City, the balance to be paid upon completion and acceptance of the job. Total payment shall not exceed ninety percent (90%) of material and labor performed at any time, and shall not exceed ninety percent (90%) of the total contract. Final payment shall be made to the contractor within forty-five (45) days after all work has been finally completed and each and every provision of the specifications and accompanying drawings complied with to the City's satisfaction. Acceptance of the completed job shall be made by the Electric Utilities Director or his designated representative. Monthly invoices shall be forwarded to the Electric Utilities Director no later than the 1st day of the month following in order to receive consideration.

7. BIDS TO BE RETAINED

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of ninety (90) days pending the execution of a contract by the successful bidder. Should the successful bidder default and not execute a contract, then if the next low bidder be in line, the contract would be offered to the next lowest and responsible bidder.

8. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be

deemed to be included in the contract the same as though herein written out in full.

9. CONTRACT TERM

The contract term shall be for a one year period beginning 1 July 2012.

10. CONTRACTORS LICENSE

Contractors performing this caliber of work must be licensed to do so in the State of North Carolina in accordance with N.C.G.S. 87-15. A current copy of the Contractor's State of North Carolina Board of General Contractor's License must be submitted with this Proposal, attached in section CL and maintained throughout the course of the work.

12. FORM OF EXCEPTION

Proposals shall include the Form of Exceptions. This Form of Exception shall include each and every exception taken by the Contractor with regard to this Proposal. If no exception is taken to any part of the Proposal, Specifications, and Bid Documents then it is assumed that the Contractor agrees with that section. Submitting exceptions will not necessarily exclude the Bidder from consideration. The interest and treatment of exceptions will be based entirely on the overall best interest of the City of Washington.

13. AWARD OF CONTRACT

The tentative Award of Contract will be made to the lowest responsible bidder at the City of Washington City Council meeting to be held on Monday, ~~12 December 2005~~. The City reserves the right to reject any portion of any and all bids.

The City reserves the right to waive minor irregularities or minor errors in any Contractor's Proposal if it appears to be that these irregularities or errors were made through inadvertence. Any irregularities or errors must be corrected by the Contractor before acceptance by the City of Washington.

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

GENERAL CONDITIONS

1. **INTENTION**

The contractor shall, unless otherwise specified, supply all labor, transportation, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding, and incidentals necessary for the entire proper and substantial completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper, and lawful construction, maintenance and use of same, and shall construct in the best and most workman like manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom all in accordance with the contract documents.

2. **INSURANCE**

The contractor shall not commence work under this contract until he has obtained all insurance required, and such insurance has been approved in writing by the City, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and similarly approved by the City. The insurance shall protect both the contractor and the City as their respective interests appear. Builder's Risk Insurance shall include extended coverage.

- (a) **Workman's Compensation.** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a limit \$1,000,000 for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease policy limit.
- (b) **Commercial General Liability Insurance.** Commercial General Liability Insurance coverage shall have minimum limits of \$1,000,000 bodily injury or death for one (1) person and \$1,000,000 for each accident. Commercial General Insurance coverage shall have minimum limits of \$1,000,000 for each accident and \$2,000,000 aggregate for accidents during the accident period.

- (c) Motor Vehicle Liability Insurance. Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
- (d) Other Insurance. The contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amount not less than statutory limits.
- (e) Cancellation. Each Certificate of Insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.
- (f) Proof of Carriage. The contractor shall furnish the City with satisfactory proof of carriage of the insurance of the required before written approval of such insurance is granted by the City.
- (g) Hold Harmless. The contractor shall execute the hold harmless form attached.

4. PROTECTION

The contractor shall be responsible for the entire site and provide all necessary protections, and as required by the City, and by laws or ordinances governing such conditions. He will be responsible for any damage to the City's property, or of that of others on the job, by him, his men, or his subcontractors, and shall make good such damage. He shall be responsible for and pay for any claims against the City.

The contractor shall provide cover and protect all portions of the work when the project is not in progress. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the City.

5. INSPECTION OF WORK

It is a condition of this contract that the work shall be subject to continuous inspection by the City, his designated official representative and those persons required by State Law to test special work for official approval. The contractor shall therefore, provide safe access to the work at all times for such inspections.

6. CONSTRUCTION SUPERVISION

Throughout the process of the work, each contractor shall have available a competent superintendent or supervisory staff satisfactory to the City. The Superintendent shall not be changed without the consent of the City unless said Superintendent ceases to be employed by the contractor or ceases to be competent.

7. CONDUCT OF WORKERS

At any time during the construction and completion of the work covered by these specifications, if the conduct of any worker of the various crafts be adjudged ungentlemanly and a nuisance to the City or Engineer, the contract shall order such parties removed immediately from the grounds.

8. DISPOSAL OF WASTE MATERIAL

Waste vegetation material that is intact or that has been chipped may be disposed at the City's vegetation landfill. There will be no additional charges to the City for waste disposal to the City's facility or to a Contractor chosen alternate facility if the Contractor wishes to utilize an alternate disposal location.

9. CLEANING

The contractor will keep the site within and around the operations, clean and neat and free of trash and debris accumulations at all times. He will keep it free from inflammable or dangerous stored materials at all times. If such is not done as directed, it will be done by the City and such costs charged to the contractor. Upon completion, all parts of the work shall be left clean and neat to present a finished appearance.

10. OWNER'S RIGHT TO DO WORK

If during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the City after three (3) days written notice to the contractor from the City or the Engineer may perform or have performed that portion of the work and may deduct the cost thereof from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the City or the Engineer. Should the cost of such action of the City exceed the amount due or to become due the contractor, then the contractor of his surety, or both, shall be liable for and shall pay the City the amount of said excess.

11. INTERPRETATION OF SPECIFICATIONS

The specifications have been divided into sections for ready reference. It is the

intention, however, that all applicable portions of the various sections shall apply to all sections unless specifically specified otherwise.

12. USE OF PREMISES

The contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the City and shall not exceed those established limits in his operations.

13. PERMITS AND INSPECTION FEES

The contractor shall obtain all necessary permits and shall pay all inspection fees.

14. CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the City the affidavit, executed waiver and release of lien attached to the effect that all payments for materials, services, or any other reason in connection with his contract have been satisfied and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the City from possible liens or claims against the subcontractor, the contractor shall state in affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterwards, the contractor shall save the City harmless on account thereof.

15. COMMUNICATION RADIO

The Contractor shall have installed at City expense a City communication radio in the Contractor's vehicle for the use of communicating with City staff. Contractor employees shall use proper radio etiquette when communicating on this radio.

16. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

- (a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

- (b) The Contractor shall provide and maintain all necessary employees and equipment and take all necessary precautions to protect the public. He shall make good on any injury, damage, or loss of work and to the property of the City resulting from lack of reasonable protective precautions. Prior to the acceptance of any Proposal, the Contractor **must complete and sign** the OSHA and Contractor Safety Policy Statement in section OCSS.
- (c) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- (d) Maintain at his/her office, mobile work area, or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

20. RIGHT TO THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work. Such materials, appliances, and paint as may be on the site of the work and necessary therefor.

21. UNCORRECTED FAULTY WORK AND CORRECTION OF WORK AFTER FINAL PAYMENT

In the event the correction of faulty or damaged work not be completed to the

satisfaction of the City, the City shall be reimbursed by the Contractor that value as determined by the units proposed.

Neither the final certificate, final payment, acceptance of the premises by the City, nor any provisions of the Contract, nor any other act or instrument of the City shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the Specifications. He shall correct or make good any defects due thereto and repair any damage resulting therefrom which may appear during the period of the guarantee following final acceptance of the work by the City.

22. WORK OVER, UNDER, AND IN THE VICINITY OF ENERGIZED LINES

The Contractor will be required to work over, under, and in the vicinity of 34.5/19.9 kV transmission, 12.47 / 7.2 kV distribution, and secondary underbuild lines operated by the City of Washington. Inasmuch as it will be necessary to maintain service to the large power loads, any service interruptions will depend entirely upon the period these loads are in operation. There will be only short periods of time when the existing distribution lines may be de-energized and the Contractor is so notified. These outages must be approved in advance with the respective owner. Insulation materials and tools in sufficient quantities and ratings shall be utilized for proper protection of personnel and property.

!! DANGER !!

ALL LINES ARE TO BE CONSIDERED ENERGIZED, UNLESS CLEARLY GROUNDED IN ACCORDANCE WITH THE CITY OF WASHINGTON'S OR THE CONTRACTOR'S WORK AND SAFETY RULES, WHICHEVER IS MORE STRINGENT!

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

**12.47/7.2 kV AND 34.5/19.9 kV
OVERHEAD ELECTRICAL DISTRIBUTION**

WORK SPECIFICATIONS

1. Furnish all labor, material, supervision and equipment to perform tree trimming services and consultation. Such services and consultation shall include but not be limited to:
 - a) Clearing of brush and tree limbs near power lines.
 - b) Removal and disposal of wood and debris related to tree trimming services at site designated.
 - c) Advise of other work which would be helpful to maintain clear facilities.
2. The latest edition of the American Public Power association (APPA) Safety Manual and all applicable OSHA laws, rules, and regulations shall be followed. Contractor shall comply with all requirements of federal, state and local laws, rules, regulations, and ordinances applicable to the services being performed.
 - a) All employees of the Contractor shall wear full body harness and utilize an appropriate shock absorbing lanyard while working in an aerial lift device basket.
 - b) All employees of the Contractor if exposed within 10 feet of an arc flash, must wear flame retardant clothing in accordance with NESC - ANSI C2 Rule 410A3.
3. The existing distribution line voltages are 12.47/7.2 kV, three-phase, four-wire grounded wye and 34.5/19.9 kV, three-phase, three-wire, ungrounded wye with overhead static conductors.
4. Contractor shall obtain all governmental licenses and permits necessary to perform the services to be provided and maintain all licenses and permits at all times while providing services.
5. Contractor shall ascertain that necessary permits, licenses and/or easements have been secured when preparing to perform tree trimming services that cross highways, railroads, streets or utilities under the jurisdiction of a state, county,

city, town or other public agency, public utility or private entity.

6. Contractor shall conduct work to ensure that the least possible obstruction to traffic, fire hydrants are kept accessible to fire-fighting equipment at all times, inconvenience to the general public and the residents in the vicinity of the work are as minimal as possible, and to ensure protection of persons and property. Temporary provisions shall be made by Contractor to ensure the use of sidewalks and proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
7. Contractor shall provide adequate signs, barricades, lights and watchmen and take all precautions for protection of the work and safety of the public
8. Contractor shall comply with all MUTS requirements while working on or near all public roadways.
9. Contractor shall not enter private property without first obtaining permission of the landowner, or authorized agent and shall use precautions necessary to prevent damage and injury to all property.
10. Contractor shall perform reliable and accurate services in a timely manner.
11. Submit weekly invoices. Submit all final invoicing within ten (10) days after completion of work.
12. Contract employees shall be trained, skilled and specialized in the work to which they are assigned. Proof of minimum OSHA training shall be provided with proposal.
13. Contractor's employees will observe all City of Washington safety rules and procedures while performing tree trimming services.
14. The core hours of services should not exceed ten (10) hours (excluding lunch breaks) per day or as mutually agreeable between the City and Contractor. All overtime must be approved in advance. The normal workweek is Monday through Friday. No work will be scheduled on a weekend or a holiday observed by the City unless mutually agreed.

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**12.47/7.2 kV AND 34.5/19.9 kV
OVERHEAD ELECTRICAL DISTRIBUTION**

LABOR AND EQUIPMENT SPECIFICATIONS

Listed herein are the required labor and major equipment resources for work performed under this contract:

Labor

Working Foreman - A working foreman shall be able to trim trees and accomplish related work to acceptable standards; recognize and remove hazardous trees in the vicinity of energized lines, prepare time sheets and other related reports; talk to property owners and obtain permission to trim tree; perform all the duties of a climber and a groundperson.

Climber - A tree climber is expected to be able to identify tree species common to the service area; possess a basic understanding of a tree's growth characteristics; climb the normal tree encountered with and without the use of climbing irons; move about efficiently in a tree while remaining tied-in, must be in a full body harness while working; if exposed 10 feet within an arc flash, must wear flame retardant clothing; understand approved trimming procedures; trim trees in the vicinity of electrical conductors under direction; rope limbs with control; operate and work from an aerial lift device; perform the duties of a groundperson as stated below.

Groundperson - A groundperson is expected to be able to correctly operate and maintain a power saw; operate, feed and maintain a brush chipper, drive and assist in the operation and maintenance of a truck; use and care for brush axes, pole saws, pole pruners, and other hand tools; trim trees from the ground under direction; assist the climber from the ground. A practical knowledge of electrical hazards, CPR, first aid, rope handling, knot typing, and tree telling techniques is required. A groundperson is also responsible for pre-departure equipment inspections, and job-site parking and set-up procedures.

Equipment

Aerial Lift Truck – An L-111 Trimlift minimum two-ton dump chip truck with an aerial lift device capable of positioning a trimmer at a minimum 55 foot working height. This truck shall be equipped with all the necessary hand tools needed to accomplish utility line clearance work and shall have in addition at least one hydraulically operated circular or chain saw and a spare chain saw.

Chipper – A trailer-mounted brush chipper capable of efficiently chipping limbs and trees at least 4” in diameter on the large end. It shall have an adjustable chute to allow chips to be blown onto the right-of-way or into the truck.

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CONTRACTOR'S PROPOSAL

To: The City of Washington, North Carolina

The undersigned, as BIDDER, hereby declares that the only person, or persons, interested in this Bid as principal(s) is, or are, named herein, and that no other person has any interest in the Bid or in the Contract to be entered into; that this Bid is made without connection with any person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the sites of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the Specifications for the work and the contractual documents relative thereto; and that he has satisfied himself as to the work to be performed.

The BIDDER further proposes and agrees, if this Bid is accepted to contract with the City of Washington, in the attached form to contract, to furnish all material, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the work in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the OWNER at the prices listed below.

BIDDER acknowledges receipt of the following addenda:

Number: _____

Date: _____

Items of Work:

The Bid Proposal unit prices and lump sum amounts shall include all labor, materials, shoring, removal, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for in place.

The BIDDER understands that the OWNER reserves the right to reject any portion of

any or all Bids.

The BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of notice of award, BIDDER will execute the formal Contract attached within ten (10) days and deliver a Surety Bond or Bonds.

ATTACHED HERETO is a certified check on the _____ Bank of _____ and/or Bid Bond with the _____ Company for the sum of Dollars (\$ _____) made payable to the City of Washington as a Bid Guarantee.

The attached Bid security is to become the property of the OWNER in the event that the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The BIDDER further proposes and agrees hereby to commence the work with adequate forces and equipment within fifteen (15) days after being notified by the OWNER to proceed, and to complete the work within the stated time.

Please include the following items in your proposal. Failure to provide any information may be cause to reject your proposal in its entirety.

Please provide explanation for items not included.

1. Company background
 - a. Origin, organizational structure
 - b. Size of technical staff supporting City
 - c. Location of all offices
2. Number of years your company has been providing this service.
3. Names and background of employees providing services to City.
4. Company's safety program.
5. Company's of drug testing policy.
6. Four electric utility references with contact information.
7. List of types of insurance and amounts of coverage.
8. Statement regarding any OSHA citations and their disposition within in last two years.
9. Units Summary

Respectfully submitted this _____ day of _____ , 2012.

Bidder: _____

Address: _____

Address: _____

Address: _____

Contact Name: _____

Phone Number: _____

Facsimile Number: _____

Email Address: _____ (if available)

Company Web Site: _____ (if available)

Contractor's License Number: _____

(Seal if Bid by Corporation) By: _____
(Name)

Title: _____

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

Unit Summary

All rates are per hour.

Part A.	Labor	Normal Rate	Overtime Rate
	Working Foreman	\$ _____	\$ _____
	Climber	\$ _____	\$ _____
	Groundperson	\$ _____	\$ _____

Part B. Equipment

Hydraulic Aerial Articulating boom with single basket; minimum of 55 feet working height bucket; mounted on suitable truck with Pneumatic toll and a power chain saw.	\$ _____
Chipper	\$ _____

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**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

FORM OF EXCEPTION

BIDDER: _____

INSTRUCTIONS: The following is a list of exceptions to the Bidding Documents and / or Technical Specifications pertaining to furnishing the subject labor and equipment. The omission of exceptions implies complete compliance with the Plans & Specifications.

**BID DOCUMENT /
SPECIFICATION PAGE
NUMBER AND
PARAGRAPH**

EXCEPTION / VARIANCE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NORTH CAROLINA BID BOND

KNOW ALL MEN BY THESE PRESENT, That We, _____
_____ as Principal, and _____
_____ as Surety, who is duly licensed to act as Surety in North
Carolina, are held and firmly bound unto City of Washington, North Carolina as
Obligee, in the penal sum of _____
_____ DOLLARS (\$ _____) (5% Bid Bond),

lawful money of the United States of America, for the payment of which, sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these present.

SIGNED, sealed and dated this _____ day of _____, 20____.

WHEREAS, the said Principal is herewith submitting proposal

**TREE TRIMMING LABOR AND EQUIPMENT FOR ELECTRICAL
DISTRIBUTION SYSTEM**

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as
required by N.C.G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951;

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is
such, that the Principal shall be awarded the contract for which the bid is submitted and
shall execute the contract and give bond for the faithful performance thereof within ten
(10) days after the award of same to the Principal, then this obligation shall be null and
void; and if the Principal fails to so execute such contract and give performance bond as
required by N.C.G.S. 143-129, as amended by Chapter 1104 of the Public Laws of
1951, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth
in the first paragraph hereof, and upon failure to forthwith make such payment; the
Surety shall pay the obligee an amount equal to double the amount of this bid bond as
set forth in the first paragraph hereof.

IN TESTIMONY WHEREOF witness the hand and seals of the parties hereto on this _____ day of _____, 20____. Executed in FOUR (4) Counterparts.

CONTRACTOR:

ATEST:

By: _____

Title: _____
(Corporate Secretary or Assistant Secretary, Only)

(Trade or Corporate Name)

By _____ (Seal)

Title _____
(Owner, Partner, or Corporate President or Vice President, Only)

(CORPORATE SEAL)

SURETY COMPANY:

Witness:

Countersigned:

N.C. Licensed Resident Agent

(Name and Address – Surety Agent)

Surety Company Name and N.C. Office Address

By: _____

Title: _____
(Attorney-in-Fact)

CONTRACT

THIS CONTRACT, made the _____ day of _____ in the year 2012, by _____ hereinafter called Contractor, and City of Washington, North Carolina hereinafter called City.

WITNESSETH

THAT WHEREAS, a Contract for:

**PROVIDE TREE TRIMMING LABOR AND EQUIPMENT
FOR ELECTRICAL DISTRIBUTION SYSTEM**

Has recently been awarded to Contractor by City, at, and for sum equal to the aggregate cost of work to be done and labor, (except materials to be furnished by City), equipment apparatus, and supplies furnished at the prices and rates respectively named therefore, in the Proposal attached hereto;

AND WHEREAS, it was provided in said award

That the Party and City for the consideration herein named agree as follows:

1. Scope of Work: Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: Advertisement, Notice to Prospective Bidders, Instruction to Bidders, General Conditions, Work Specifications, Labor and Equipment Specifications, Contractor's Proposal, Unit Summary, Form of Exception, Bid Bond, Contract, Performance Bond, Hold Harmless Agreement, Power of Attorney, Contractor's License, OSHA and Contractor Safety Policy Statement, City Contractor Safety Policy, Notice of Award, Notice to Proceed.

2. That Contractor shall commence work to be performed under this agreement on a date to be specified in a written order of City and shall fully complete all work within the stated time. Contractor, as one of the considerations for the awarding of this contract, has furnished to City a construction schedule setting forth planned progress of the work broken down by the various divisions or parts of the work and by calendar days. In the event that the progress of the work is not maintained on schedule by Contractor, or in the event the work is not completed within the time specified, City may upon fifteen (15) days notice, sent by Registered Mail, to Contractor and his Surety, declare this contract in default, and, thereupon, such Surety shall promptly take

over the said work and complete the performance of this contract in the manner and within the time above specified, and all funds due or to become due to Contractor shall be paid to the Surety. In the event the Surety shall fail to take over the work to be done under this contract within fifteen (15) days after being so notified and notify City in writing, sent by Registered Mail, that he is taking the same over and stating that he will diligently pursue and complete the same, City shall have the right to let the work remaining to be done to some other contractor, either by public letting or negotiation, and thereupon Contractor, Contractor, and the Surety on his bond shall forthwith pay City all such default on the part of Contractor.

3. City hereby agrees to pay to Contractor for the faithful performance of this agreement, subject to the unit prices attached hereto as provided in the specifications or proposal, in lawful money of the United States, the total amount of _____ Dollars (\$ _____).

4. It is further mutually agreed between the Parties hereto that if at, any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, City shall deem the Surety of Sureties upon such Bond to be unsatisfactory, or if, for any reason such Bond ceases to be adequate to cover the performance of the work Contractor shall, at its expense, within five (5) days after the receipt of notice from City so to do, furnish any additional Bond or Bonds on such form and amount, and with such Surety or Securities as shall be satisfactory to Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to City.

Contractor shall, upon completion of all work awarded under this Contract, furnish to City invoices or copies of invoices for all materials and equipment purchased for said work and such invoices shall state the amount of North Carolina Sales Tax paid for said materials and equipment, and Contractor shall also furnish City an affidavit certifying the total costs of materials and equipment purchased for all work performed under the Contract and the total amount of North Carolina Sales Tax paid for said materials and equipment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in FOUR (4) counterparts, each of which shall, without proof or accounting or other counterparts, be deemed an original contract.

(Corporate Seal)

_____ (SEAL)

By _____ (SEAL)

ATTEST:

Title _____

Secretary

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

By _____
Mayor

ATTEST:

City Clerk

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, That We, _____
_____ as Principal, and _____
_____ as Surety, who is duly licensed to act as Surety in North
Carolina, are held and firmly bound unto City of Washington, North Carolina as
Obligee, in the penal sum of _____
_____ DOLLARS (\$_____)

lawful money of the United States of America, for the payment of which, sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this . day of _____, 20_____.

WHEREAS, the above bonded Principal has entered into a contract with the City of Washington, bearing the date _____ day of _____, 20_____. A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

For the full and complete execution of work in connection with

**TREE TRIMMING LABOR AND EQUIPMENT FOR ELECTRICAL
DISTRIBUTION SYSTEM**

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the contractor, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF witness the hand and seals of the parties hereto on this _____ day of _____, 20____. Executed in FOUR (4) Counterparts.

CONTRACTOR:

ATEST:

By: _____

Title: _____
(Corporate Secretary or Assistant Secretary, Only)

(Trade or Corporate Name)

By _____ (Seal)

Title _____
(Owner, Partner, or Corporate President or Vice President, Only)

(CORPORATE SEAL)

SURETY COMPANY:

Witness:

Countersigned:

N.C. Licensed Resident Agent

(Name and Address – Surety Agent)

Surety Company Name and N.C. Office Address

By: _____

Title: _____
(Attorney-in-Fact)

**CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA**

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

HOLD HARMLESS AGREEMENT

Pertaining to TREE TRIMMING SERVICES, THIS AGREEMENT, made this ____ day of _____, 2012 between _____, contractor, and City of Washington, Washington, North Carolina, owner.

The contractor agrees to protect, defend, and hold the City of Washington, Washington, North Carolina and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs charges, professional fees, or other expenses or liabilities arising out of or relating to claims, liens, demands, obligations, actions, proceedings or causes of action in connection with or arising directly out of this agreement.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto.

Witness

Contractor Signature

Date

Date

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SPACE FOR ATTACHING POWER OF ATTORNEY

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SPACE FOR ATTACHING CONTRACTOR'S LICENSE

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**STATEMENT OF COMPLIANCE WITH OSHA, THE CITY OF
WASHINGTON CONTRACTOR SAFETY POLICY, THE APPA SAFETY
MANUAL, AND THE NESC MANUAL**

The _____ proposes to perform work for the City of Washington, North Carolina and hereby certifies to the following:

1. The _____ has knowledge of the following:
(Name of Contractor)
 - A. Occupational Safety and Health Act with additions, revisions, and/or modifications, as well as any State and Local regulations or requirements;
 - B. The City of Washington's Contractor Safety Policy as included in the Specification and Bid Documents;
 - C. The American Public Power Association Safety Manual, latest revision;
 - D. The National Electric Safety Code, latest revision.
2. Our employees and equipment will comply with those documents listed in part 1, above.
3. Our company will be responsible for any infraction of the above listed in part 1, above.

Company

By _____

ATTEST:

Title _____

Date _____

Secretary

City of Washington Contractor Safety Management Policy

Purpose

The purpose of this policy is to protect the City from potential liabilities created by use of outside contractors.

Policy

All contractors performing work for the City of Washington or providing services considered inherently dangerous as defined in this policy, shall comply with the current applicable standards promulgated by the North Carolina Department of Labor Division of Occupational Safety and Health. To assure that compliance takes place, the City must apply certain requirements as part of the bid specification process and the contract. This will allow City Departments/Divisions to select contractors with good safety records and properly trained personnel.

Departments Affected

All Departments/Divisions who use outside contractors that fall within the scope of this policy.

Definitions

Contractor: For the purposes of this policy the term contractor refers to any individual, firm, corporation, or organization that provides or performs inherently dangerous services/work/activities for or on behalf of the City of Washington.

Inherently Dangerous: Work that involves a recognizable and substantial danger. The following are examples of inherently dangerous work/activities. The applicable OSHA Standard Number is provided with notes to help users determine if the requirement is applicable to their project(s).

Confined Space Entry - 1910.146 Permit Required Confined Space or 1910.269(e) Enclosed Spaces

Examples: manholes, lift station wet wells, electrical vaults (enclosed space)
The Public Works Department has a Permit-Required Confined Space Policy that lists the location of these spaces with the exception of electrical

vaults.

Trenching and Excavation - 1926.650-651, Subpart P

This would apply mainly to any work involving digging trenches or excavations in the earth (sewer or water line construction, underground utilities). The standard applies mainly to excavations 5 feet or greater in depth unless otherwise determined by an employee trained as a competent person. @

Work performed on any hazardous process at either the water or wastewater plant. 1910.119 (3) (h), Process Safety Management/Contractors

Electric transmission and distribution maintenance, repair, or construction; 1910.269, 1926 Subpart V

Blasting - 1910.109 (Explosives and Blasting Agents)

Fall Protection - 1926.500, Subpart M of the Construction Standard. Fall protection is required when working at or above 6 feet. Examples of this work would include; working on scaffolds, roofing, painting the water tower, work on elevated surfaces where there are not any hand rails (proper height) for protection. A specific standard also exists for scaffolding.

Contractor Review

As part of the bid process, contractors shall submit to the Department/Division head in charge of the contract the following information for evaluation:

OSHA 200 Log results for the past three years;

OSHA citations for the past three years;

Experience Modification Factors (Workers' Compensation) for the past three years;

Contractor's written safety program including documentation of certain types of training specified by the City due to the work involved in the contract;

Contractor's written drug use and alcohol misuse prevention program.

This information shall be considered equally with the other information submitted as

part of the bid selection process. Contractors with poor or non-existent safety programs shall not be considered for employment.

Contract Provisions/Language

The language of contracts that fall within the scope of this policy should specify that contractors performing work or providing services for the City of Washington shall be required to comply with all current applicable standards promulgated by the North Carolina Department of Labor Division of Occupational Safety and Health. In addition to stating this requirement, the City may also require specific types of safety training based on the type of work to be performed by the contractor. In order to assure compliance with these regulations, the contract should provide for audits of job sites by either the Risk Manager or other designated representative of the City.

Job Closure Due to Unsafe Conditions

To ensure that the City has the right to act when extremely unsafe conditions are observed, the contract should state that the City's Risk Manager or designated representative shall have the right to stop work if the Risk Manager or representative observes a hazardous situation considered immediately dangerous to the life or health of a contractor's employees. The job shall be closed until the situation is corrected. In all such cases, the City's representative shall attempt to first contact the individual designated by the contractor to respond to all questions/situations involving safety. However, the City does not have to allow a condition to persist to satisfy any requirement to contact the contractor's designated safety person. The City of Washington shall not be liable for any expense or damages incurred by the contractor as a result of the closure of a job site to correct a condition that is immediately dangerous to life or health.

Compliance Responsibility

All contracts will require the contractor to name a safety representative for the project. This individual will be responsible for explaining compliance requirements to the contractor's employees, communicating with the City's designated representative for safety when necessary, and communicating to the owner regarding all safety issues.

Pre-job Safety Orientation

Prior to the start of any work performed by a contractor for the City of Washington, the

City's designated representative or Risk Manager will conduct a pre-job safety review with the contractor's designated safety representative. This pre-job review will help ensure compliance with all applicable safety rules and provide for an open line of communication between the contractor's and City's designated safety representatives. The pre-job safety orientation should include an exchange of the following information:

City's representative will discuss with contractor's representative the area where the contractor's employees will be working;

City's representative will explain the Facility's Emergency Action Plan if work is being performed in or near a facility where the contractor's employees may be affected by the plan;

City's representative will explain requirements for accident reporting;

Both parties will exchange information, if applicable, and as required by the Hazard Communication Standard;

Discussion of PPE (personal protective equipment) available to contractor's employees;

Review of training records and program for any specific type of training required as part of the contract;

Contractor must advise the City of any unique hazards created by the job or found during the work.

Accident Reporting Requirements

Accidents that occur on the job site of a contractor working for the City of Washington shall be reported to the City's Risk Manager. In the event the contractor is working on a hazardous process at either the water or wastewater facility, then the accident must not only be reported but shall also be recorded on an OSHA 200 Log maintained for contractors in compliance with 1910.119, Process Safety Management.

Insurance Requirements

All contracts shall specify the types and limits of coverages based on the recommendations contained in the NC League of Municipalities Risk Management and Loss Control Manual. A copy of these requirements is attached to this policy. In addition to the requirements for the types and limits of coverage, each contract should

require the following of the contractor(s):

City shall be named as an additional insured on applicable coverages for duration of contract;

Contract shall contain a hold harmless clause which protects the City from the negligence of the contractor(s);

Contractor is responsible for sending certificates of insurance prior to the start of work and maintaining them as required by section B-12 (special requirements) of the Risk Management and Loss Control Manual.

Site Safety Audit

The City of Washington's Risk Manager or his/her designee shall have the right to periodically audit contractor's job sites to ensure compliance with the provisions of the contract.

Emergency Conditions

In the event of an emergency as determined by the City Manager, the City Manager has the authority based on his/her judgement to temporarily set aside the requirements of this policy.

Signed: _____
City Manager

Date: _____

CITY OF WASHINGTON
NOTICE OF AWARD

To: _____

PROJECT Description:

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____ .

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ~~13th day of December 2011~~

City of Washington
(Owner)

By: _____

Title: Electric Utilities Director

CITY OF WASHINGTON
NOTICE TO PROCEED

To: _____

PROJECT Description:

**SPECIFICATIONS AND CONTRACT DOCUMENTS
TO PROVIDE TREE TRIMMING LABOR AND EQUIPMENT FOR
ELECTRICAL DISTRIBUTION SYSTEM**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2012 on or before _____, 2012.

A Pre-Construction meeting for this project will be held on ~~Wednesday, 5 January 2012~~ at 2:00 p.m. at the following location:

City of Washington Transmission and Distribution Office
203 Grimes Road
Washington, North Carolina

We request that the Project Superintendent, the Project Supervisor, or the Crew Supervisor for this project be present at this meeting.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this the ~~4th day of December, 2011.~~

City of Washington
(Owner)

By: _____

Title: Electric Utilities Director

CITY OF WASHINGTON
ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED for TREE TRIMMING LABOR AND EQUIPMENT FOR ELECTRICAL DISTRIBUTION SYSTEM is hereby acknowledged.

By: _____
(Name of Contractor)

this the _____ day of _____, 2012.

By: _____ Title: _____

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