

Paris Landing State Park Hazardous Tree Removal
Paris Landing State Park
16055 Highway 79 North
Buchanan Tennessee 38222

This request for bids is for a one-time purchase to furnish all material, equipment, supplies and labor to remove one hundred and five (105) amounts of dead or decayed trees and grind eighty (80) stumps four (4) inches sub-grade.

General Conditions

- 1) On-Site work shall be performed between February 15, 2024, and May 15, 2024, unless an exception is granted by the Facilities Management Regional Manager.
- 2) All work shall comply with state-approved versions of the IBC standards, regulations, other applicable codes, manufacturer's recommendation, and best practices. Contractor is responsible for all permits and associated fees.
- 3) Only the Facilities Management Office can approve any alterations, modifications, or substitutions to the written scope, specifications, or requirements of the project. No additional work shall be authorized unless pre-approved by the Facilities Management Office.
- 4) Contractor shall keep the jobsite clean and safe and leave in a neat and tidy manner.
- 5) All color selections to be determined by the park and approved by the Facilities Management Office.
- 6) All material substitutions must be pre-approved.
- 7) All materials shall be installed per manufacturer's recommendation and best practice.
- 8) All dimensions listed are approximate. Contractor is responsible for verifying actual dimensions prior to ordering any materials or bidding. No allowances shall be made due to any bidder neglecting to visit the site and verifying dimensions and conditions.
- 9) Contractor shall possess a valid TN BC-B (sm) contractor license or higher to submit bids.
- 10) All bids over \$100,000 shall include provisions for a payment bond in the amount of twenty-five (25%) of the contract price.

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Scope of Work

- 1) The contractor shall cut 105 hazardous/deadly trees as close to ground level as possible.
- 2) The contractor shall chip all limbs and branches and haul to a pre-approved disposal site on park property.
- 3) The contractor shall cut decayed log into sections no larger than six (6) foot and haul to the disposal site.
- 4) The contractor shall grind 80 stumps four (4) inches sub-grade.
- 5) The contractor shall Harley rake the areas of removal tree removal, seed with eight (8) pounds of fescue and cover with straw at a rate of ten (10) bales per acre.

Additional Conditions

- 1) All aspects of this job shall be left in a finished condition.
- 2) Contractor shall be responsible for determining where all utilities are on the job site and care should be taken to protect the utilities from any damage caused by the demo/construction. This shall include any underground utilities around the job site area. If damage occurs, it shall be repaired within a 24-hour period from the time damage occurs.
- 3) Contractor shall perform work on regular time and shall invoice work time and material not to exceed the quoted price. Any variance in quote shall be addressed only with a representative of the Facilities Management Regional Office before any additional work is undertaken or materials ordered.
- 4) Work shall be scheduled to avoid any interference with normal operation of the park as much as possible. During the construction period, coordinate construction schedules and operations with the park manager. **Work shall be conducted during the normal**

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business hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., unless an alternate schedule is approved by Facilities Management.

- 5) Successful contractor shall schedule and attend a pre-construction conference where a pre-construction form shall be signed by Facilities Management, Contractor and Park Manager or park representative before work can begin. Contractor shall also schedule and attend a final inspection where a final inspection form shall be signed by Facilities Management, Contractor and Park Manager or park representative before final invoice shall be paid.
- 6) The contractor shall protect areas adjacent to his work and shall be required to repair any damage they may cause. Contractor shall protect work of other trades. Contractor shall correct any painting related damage by cleaning, repairing, or replacing, and refinishing as directed by Facilities Management. Contractor shall leave residences and other buildings in a habitable manner after hours by securing unfinished openings.
- 7) Workmanship is to be warrantied for not less than one year from date of final inspection. Materials shall be warrantied as per manufacturer's warranty.
- 8) Unless otherwise indicated, all materials, equipment, and supplies shall be new and in good condition, UL listed when applicable, and all work accomplished in a manner acceptable to Facilities Management.
- 9) Clean up of the project site shall be the responsibility of the contractor. Contractor to assure that job site is clean of nails, debris, etc., at end of each day to ensure safety. Contractor shall clean up and haul away all scrap when work is completed to an approved location off state property.
- 10) Contractor, employees, and sub-contractors shall be licensed, certified, or registered as required. They shall be registered in the State of Tennessee Edison purchasing system.
- 11) The State of Tennessee shall not be held liable for any damage, loss of property, or injury of personnel resulting from actions of the contractor and/or his/her sub-contractors or employees.
- 12) At all times, the Contractor shall have a copy of project specifications, permits, and certificate of insurance on-site.

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13) Invoice shall be submitted for payment within 10 days of project completion. A copy of the invoice shall be submitted to: Susan Blankenship, at 731-307-9718, susan.blankenship@tn.gov.

14) Facilities Management Regional Contact for this project is:

Regional Manager: Steve O'Dell at 731-968-6608, steve.odell@tn.gov

Project Manager: Roger Blankenship at 731-307-9715, roger.blankenship@tn.gov

15) The contractor shall have a Certificate of Insurance on file with Facilities Management and in compliance with state regulations. Contractor shall have insurance as shall protect the contractor from claims which may arise out of or result from the contractor's operations under the contract and for which the contractor may be held legally liable, whether such operations be by the contractor or by sub-contractor or by anyone directly or indirectly employed by any of them, or anyone associated with them for whose acts they may be liable. Sub-contractors shall also be registered in the State of Tennessee Edison purchasing system, be listed on the bid application, and shall show proof of insurance and have workers compensation.

16) Note: Before the Contract resulting from this ITB is signed, the apparent successful proposer shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

1.1.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as

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NAIC) number or federal employer identification number and **list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section.** At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

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1.1.2. **Workers' Compensation and Employer Liability Insurance.**

- a. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
- b. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- c. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- d. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 1. The Contractor employs fewer than five (5) full or part time employees;
 2. The Contractor is a sole proprietor;
 3. The Contractor is in the construction business or trades with no employees;
 4. The Contractor is in the coal mining industry with no employees;
 5. The Contractor is a state or local government; or
 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

1.1.3. **Commercial General Liability Insurance.**

- a. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

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Automobile Liability Insurance. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.