



Request for Proposal

Contract Tree Trimming and Right-of-Way Cleaning

Benton Utilities
Procurement Department
1827 Dale Ave.
Benton, Arkansas 72015
501-776-5936
mwright@bentonutilities.com

Benton Utilities
Request for Proposal – Contract Tree Trimming and Right-of-Way Cleaning

Benton Utilities
Procurement Department
1827 Dale Ave.
Benton, AR 72015
Office: 501-776-5936 * Fax: 501-776-5937
Email: mwright@bentonutilities.com



Bidder Information Sheet

If you downloaded this bid from our website, fax or email back this sheet to be added to our bidders list.

Attention: Mollie Wright, Procurement Manager
Fax: 501-776-5937
Email: mwright@bentonutilities.com
RE: RFP – Contract Tree Trimming and Right-of-Way Cleaning

Benton Utilities Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to provide the following information via fax or email so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any question, please email mwright@bentonutilities.com

ADVERTISEMENT & NOTICE

BENTON UTILITIES
REQUEST FOR PROPOSALS
CONTRACT TREE TRIMMING AND RIGHT-OF-WAY CLEANING

Benton Utilities is hereby soliciting sealed proposals to provide Contract Tree Trimming and Right-of-Way Cleaning for all Utility Departments. RFP specifications may be obtained during normal business hours (7-4 M-F) by contacting Ms. Mollie Wright at 501-776-5936, email mwright@bentonutilities.com or visiting the Benton Utilities Purchasing Page at www.bentonutilities.com/benton-utilities-purchasing-department.

Sealed Proposals must be clearly marked "RFP for Contract Tree Trimming and Right-of-Way Cleaning" on the outside of the envelope. Proposals must be submitted by 10:00 a.m., Thursday, August 26, 2021, to Ms. Mollie Wright, Procurement Manager, 1827 Dale Ave., Benton, AR 72015. Faxed and emailed proposals will not be accepted, late ones will be returned to the sender. Proposals will be publicly opened, read aloud, and reviewed.

Mollie Wright
Procurement Manager
Benton Utilities
1827 Dale Ave.
Benton, AR 72015

BID SPECIFICATIONS AND REQUIREMENTS
CONTRACT TREE TRIMMING AND RIGHT-OF-WAY CLEANING
BENTON UTILITIES ELECTRICAL DISTRIBUTION SYSTEM

SCOPE

The bidder is to have sufficient man power and equipment to provide tree trimming services and to clear debris from power lines in electric right-of-ways and easements as designated by Benton Utilities.

CREWS/EQUIPMENT

- Benton Utilities requires Contractor to provide a minimum of (3) employees per each work day for the Bucket Crew. These employees will be classified as follows: Climbing Foreman/Trimmer and (2) Groundman. Major equipment on this crew will be (1) bucket truck and (1) chipper.
- Benton Utilities requires Contractor to provide a minimum of (5) employees per each work day for the Climbing Crew. These employees will be classified as follows: (1) Foreman, (2) Climbers, and (2) Groundman. Major equipment on this crew will be (1) Extended Cab Chipper Truck and (1) Chipper.

SUPERVISION

Benton Utilities will require a Foreman/Trimmer to be on the job site at all times to insure that safety, direction, production, equipment failures, etc. are addressed as needed. Foreman shall be able to communicate with Benton Utilities personnel without any language barriers.

DIRECTION

A representative of Benton Utilities will be responsible to notify the Foreman as to the location of right-of-ways and easements. The representative will notify Contractor as to the specific locations etc. of circuits cleared and their priority where the tree trimming services are to be conducted.

INDEPENDENT CONTRACTOR/EMPLOYEES

The Contractor shall perform all work under this contract as an Independent Contractor and shall not be considered as an agent of Benton Utilities, nor shall the Contractor's subcontractors or employees be subagents of Benton Utilities.

The Contractor shall employ only employees who are competent and skillful in their respective line of work and local labor shall be given preference. Whenever Benton Utilities notifies the Contractor that any person on this work is in their opinion incompetent, disorderly or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person representing Benton Utilities or is otherwise unsatisfactory, such person shall be immediately discharged from the project and shall not be re-employed thereon except with the consent of Benton Utilities.

INSURANCE AND LIABILITY

GENERAL – The Contractor shall provide Benton Utilities the insurance coverage designated hereinafter and pay all costs.

Before execution of the Contract, Contractor shall furnish Benton Utilities with complete copies of all certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Each certificate shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Benton Utilities.

In case of the breach of any provisions of this Article, Benton Utilities may take out and maintain, at the expense of the Contractor, such insurance as Benton Utilities deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under the Contract.

All insurance contracts and certificates shall be executed by a licensed resident agent of the insurance company and in all ways comply with the insurance laws of the State of Arkansas. Further, the said insurance company shall be licensed and qualified to do business in the State of Arkansas.

WORKER'S COMPENSATION AND EMPLOYEE LIABILITY INSURANCE

Worker's Compensation Insurance in statutory limits shall be secured and maintained as required by the laws of the State of Arkansas. In addition, Employer's Liability Insurance in an amount not less than \$100,000 for each occurrence shall cover all employees who have performed any of the obligations assumed by the Contractor under these Contract Documents. This insurance will protect the Contractor against any and all claims resulting from injuries, sickness, disease or death to employees engaged in work under this Contract. The Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employee's Liability Insurance for all of the latter's employees to be engaged in such work.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Contractor shall maintain during the life of the Contract such independent contractor's general liability, completed operations and products liability and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage which may arise directly or indirectly from performance of the work under this Contract. The general liability policy should also specifically ensure the contractual liability assumed by the Contractor. (under Indemnity)

Contractor's Comprehensive General Liability Insurance

General Aggregate: Not less than \$2,000,000

Completed Operations Aggregate: Not less than \$2,000,000

Each Occurrence of Personal Injury or Property Damage: Not less than \$1,000,000 Combined Single Limit

Contractor's Comprehensive Automobile Liability Insurance

Shall include Personal Injury and Property Damage coverage for "Any Auto", "Hired Autos", and "Non-Owned Auto" at a combined single limit of not less than \$1,000,000.

Contractor's Excess Umbrella Policy

\$2,000,000 limit of liability policy shall be provided.

In the event any work under this Contract is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance.

The Contractor's and any subcontractor's general liability and automobile liability insurance policies shall include Benton Utilities, their officers, agents and employees as additional insureds for any claims arising out of work performed under this Contract. Certificates of Insurance shall explicitly name Benton Utilities as additional insureds. Inclusion of either party as "certificate holder" does not meet this requirement.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall indemnify and save harmless Benton Utilities from and against all losses and all suits, claims, demands, judgements, actions and payment of every description and nature brought and recovered against him by reason of any omission or act of the Contractor, his agents or employees in the execution of the work or in the guarding of it. The Contractor shall secure and maintain protective liability insurance in the name of Benton Utilities and the Contractor covering them from contingent liability under this Contract.

General Aggregate: Not less than \$2,000,000

Each Occurrence of Personal Injury or Property Damage: Not less than \$1,000,000 combined single limit.

INDEMNITY

The Contractor shall indemnify and hold harmless Benton Utilities and their agents and employees from and against damages, losses and expenses including attorneys' fees, up to the amount of the Contract price, arising out of resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, injury, or to destruction of tangible property (other than work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act of omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, provided that such claims, damages, losses, and expenses are not approximately caused by the negligence of any indemnity in the design, or by the sole negligence of any indemnity in the inspection of the work that is the subject of this Contract.

In any and all claims against Benton Utilities or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

TAXES AND CHARGES

The Contractor shall withhold and pay any and all sales and uses taxes, including any and all charge of taxes thereof and all withholding taxes, whether state or federal and all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

ORDINANCES, PERMITS AND LICENSES

The Contractor shall keep himself fully informed of all local ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said ordinances, laws and regulations and protect and indemnify Benton Utilities, and their respective employees and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations up to the amount of the Contract price. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall observe and comply with all applicable local, state and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, will be required under the terms of this Contract.

SUPERINTENDENCE

The Contractor shall keep on the work, during its progress, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, one authorized representative who shall have complete authority to represent and to act for the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that Benton Utilities, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the work under the Contract.

RECEPTION OF BENTON UTILITIES DIRECTIONS

The superintendent or other duly authorized representative of the Contractor, shall represent the Contractor in all directions given to him by Benton Utilities. Such directions of major importance will be confirmed in writing.

SANITATION

Sanitary conveniences conforming to state and local codes shall be erected and maintained by the Contractor at all times while workers are employed on the work. The sanitary convenience facilities shall be as approved by Benton Utilities.

EMPLOYEES

The Contractor shall employ only men or women who are competent and skillful in their respective line of work. Whenever Benton Utilities notifies the Contractor that any person on the work in, in their opinion, incompetent, unfaithful, disorderly or refuses to carry out the provisions of this Contract or uses threatening or abusive language to any person representing Benton Utilities, or is otherwise unsatisfactory, such person shall be immediately discharged from the Project and shall not be re-employed thereon except with the consent of Benton Utilities.

PROJECT MEETINGS

Benton Utilities may conduct Project meetings, as deemed necessary, for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be present shall be as directed by Benton Utilities. Contractor shall comply with these attendance requirements and shall also require his subcontractors to comply.

CERTIFICATES AND LICENSES

Contractor is to provide to Benton Utilities copies of certifications or licenses that each of their employees hold which qualifies them to perform the activities described in the bid specification. This information is to be supplied to Benton Utilities before the work begins.

SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This shall apply continuously and not to be limited to normal working hours. Safety provisions shall conform to US Department of Labor (OSHA); The State of Labor Department Laws; all other applicable federal, state, county and local laws, ordinances and codes; the requirements set forth below; and any regulations that maybe detailed in other parts of these Documents.. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of Benton Utilities to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contract's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to Benton Utilities. In addition, the Contractor must promptly report in writing to Benton Utilities all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to Benton Utilities, giving full details of the claim.

CONTRACTOR'S TOOLS AND EQUIPMENT

The Contractor's tools and equipment used on the work shall be furnished in sufficient quantity and of a capacity and type that will safely perform the work specified and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the work.

PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard Benton Utilities property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect from damage his own work, and that adjacent property (as provided by law and the Contract Documents). All passageways, guard fences light, and other facilities required for protection by federal, state, or municipal laws and regulations and local conditions, must be provided and maintained.

The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other Contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from Benton Utilities, as the situation may warrant. The Contractor shall notify Benton Utilities thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to Benton Utilities and the amount of compensation shall be determined by agreement.

MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, Benton Utilities assumes no responsibility for injury or claims resulting from failure of the equipment to comply with applicable

national, state and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

CLEANING UP

The Contractor shall, at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the work, the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operations.

PAYMENTS

Contractor is to provide Benton Utilities an itemized invoice on Wednesday of each week for the work complete the prior week.

WORK HOURS/DAYS

The normal window for working hours will be 7:00am until 5:00pm, Monday through Thursday and 7:00am until 11:00am on Friday.

COST

All cost to Benton Utilities will be bid by the hour under the headings of (2) Foreman, (3) Trimmers, (3) Groundmen, (1) Bucket Truck, (1) Extended Cab Chipper Truck and (2) Chippers. Miscellaneous equipment as needed.

OVERTIME

Overtime will be at the discretion of Benton Utilities. Crews shall be available after normal working hours in the event of emergencies. Overtime shall be paid as TIME PLUS ONE-HALF PER HOUR FOR EACH EMPLOYEE AND EACH VEHICLE USED.

WORK TO BEGIN

Work to begin January 1, 2022.

DURATION

(1) year Contract. Contract may be extended in one year increments for a total contract time of (3) years.

DIRECT ALL QUESTIONS REGARDING SPECIFICATIONS AND REQUIREMENTS TO

Darren Prysock, Benton Utilities Electric Department Manager, at 501-776-5931 ofc or 501-249-8141 cell

REJECTION OF BIDS

Benton Utilities reserves the right to reject any or all bids, to waive informalities and to award the bid to the bidder deemed to be in the best interest of Benton Utilities.

Attached is an hourly rate form that will need to be filled out and returned with your bid.

Benton Utilities Electrical Distribution Department
Contract Tree Trimming and Right-Of-Way Cleaning Bid Form

Employee	Hourly Rate
Climbing Trimmer Foreman	
Climbing Trimmer	
Groundman	
Bucket/Dump Truck	
Disc Chipper	

This bid shall be good for 30 days from the date of the bid opening.

Bidders Name

Address

Phone Number

Signature

Title

Date
