

**Sky Harbor Property Owners Association  
Invitation to Bid  
Sky Harbor Property Maintenance Contract**

**General Conditions**

SHPOA, Association or Board as used in this document is defined to mean the Sky Harbor Property Owners Association and or elected board members.

This is an invitation to bid only not a binding contract. Any binding terms shall be contained in the contract between the successful bidder and SHPOA.

**Interpretations**

All questions concerning the specifications or conditions of this document shall be directed in writing to the SHPOA Board Chair, Randy Lange. Email address: [info@skyharborpoa.org](mailto:info@skyharborpoa.org)

**Bid Submittal / Deadline:**

All bids with original signature will be postmarked and mailed to the SHPOA, 1218 Silver Poplar Lane, Sevierville, TN 37876 or received by email at [info@skyharborpoa.org](mailto:info@skyharborpoa.org). Proposals received will be discussed by the Board at quarterly Board Meetings.

**Contract term**

August 31 to November 15 and April 15 to August 31.

**Payment of services:** A monthly payment will be deposited into an account designated by the contractor by Friday of the first week of each month for services rendered for the previous month. The contractor will provide a valid W-9 to the association upon approval of proposal. The Association will provide a 1099 to the contractor for payments rendered no later than January 31 of the following year.

**Use of Sky Harbor property**

During the term of the contract, the contractor will have full access and utilization of the Sky Harbor fenced storage compound located within the development. The storage compound shall only be used by the contractor to store vehicles, equipment and supplies that will be utilized in the fulfillment of the scope of services. SHPOA is not responsible for any loss or damage of any property stored within the storage compound.

**Bidder Requirements**

Bidder shall demonstrate the business capacity to perform all tasks without the necessity to sub-contract obligations hereunder. Any sub-contractors must be approved by the SHPOA Board.

**Licenses, Registrations and or Certificates**

Each bidder shall possess all licenses, registrations and certificates necessary to perform the duties detailed in the "scope of Services" section. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

**Insurance and Indemnification**

Before starting and until termination of work for or on behalf of the SHPOA, the Contractor shall procure and maintain insurance of the types and to the limits specified. Insurance shall be issued by an admitted carrier with an AM Best rating of no less than an A- Rating. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

**Worker's Compensation**

Statutory Limits with \$1,000,000/\$1,000,000/\$1,000,000 Part B – Employers' Liability limits

**Commercial General Liability**

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate. Coverage and limits include Premises, Operations, Products, and Completed Operations Coverage and Contractual Liability.

**Automobile**

\$1,000,000 Combined Single Limit including Hired and Non-Owned Auto Liability Coverage.

**Certificates of Insurance**

A Certificate of Insurance must be furnished with Sky Harbor POA as certificate holder. The Certificate must name Sky Harbor Property Owners Association as Additional Insured, confirm that contractual liability is included, and contain the following clause in the remarks section: "For the full scope and lifecycle of their work, the named insured covenants and agrees that the certificate holder is an Additional Insured with respect to all policies cited herein, and do indemnify and hold Sky Harbor Property Owners Association harmless, including its employees, volunteers, directors, officers, agents, residents, members, and assigns for any and all claims, acts, errors, or omissions arising from the agreed project scope and including their ongoing work, work product, and completed operations." The insured also agrees that a waiver of subrogation is granted for and by all policies noted herein.

Certificate Holder clause shall be listed as follows:

Sky Harbor Property Owners Association, et. al.  
1218 Silver Poplar Lane  
Sevierville, TN 37876

**Hold Harmless**

The Contractor shall indemnify and hold harmless the SHPOA and its officers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**Loss Control and Safety**

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the SHPOA. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

## **Scope of Services to be provided:**

### **Roads**

Contractor will regularly monitor roadways while performing other required duties and inform the Board Chair or designee of any new adverse developments such as potholes, breakage and or erosion. Contractor will mow and weed eat along all roadways on a monthly basis except during the months when vegetation is dormant.

### **Trash / Litter**

Contractor will monitor and remove trash accumulated on and along the roads on a monthly basis. The club house common areas will be done on a bi-weekly basis or as needed.

### **Drainage Areas**

Contractor will regularly inspect drainage ditch areas along the roadways, drain tiles and pipe openings on a monthly basis for any accumulation of trash, leaves or other debris that may block or hinder proper drainage and remove the same. The removal of accumulated material will be done quarterly regardless of what is necessitated by the regular inspections above.

### **Road Blockage**

In the event of inaccessible roads due to downed trees, rock slide or other event, the contractor must be able to be on site and working to remove the road blockage within two (2) hours of contact by the Association. This may include but is not limited to the cutting and removal of low hanging or fallen tree limbs, downed trees or other material which may cause road blockage. The removal of snow and or ice is not a requirement of this contract. In the event of an extreme weather event, wild fire or declared natural disaster where an inordinate amount of material is causing road blockage, a separate contract for the removal of such material can be agreed upon as described in the **“Proposed projects not part of this agreement”** section.

### **Club House**

Contractor will maintain, mow and weed eat around the association Club House and adjacent grounds. This includes the fields surrounding the ponds. These will be cut on a bi-weekly basis except during the months when vegetation is dormant.

### **Property Maintenance**

Contractor will maintain the Association’s property which includes the storage compound, salt shed, fencing and all signage within the development. Any materials or project exceeding \$350.00 will require cost estimates and Association Board approval. The Association will reimburse for materials less than \$350.00 upon the presentation of receipts for the same.

### **Proposed projects not part of this agreement**

Any service proposed by contractor or the Association not included above will require cost estimate and Association Board approval.

### **Reports**

A standard quarterly report provided to the contractor will be prepared and sent to the Board. This report is to be sent or delivered to the Board by the 15<sup>th</sup> day of the month following the previous quarter.

### **Early termination/Opt-Out language**

Binding contract between successful bidder and SHPOA shall have early termination opt out language providing written notice in the event contractor fails to meet contractual obligations.

**Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Proposal**

The undersigned, as bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he or she has examined the site of the work fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the document and that they are satisfied relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted with the Sky Harbor Property Owners Association in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the:

**Sky Harbor Maintenance Contract**

for the Base Bid of

(\$ \_\_\_\_\_)

The bidder further proposes and agrees hereby to commence the work with an adequate force and equipment by \_\_\_\_\_ after being notified by the Sky Harbor Property Owners Association.

**Termination**

This agreement is subject to immediate termination upon written notice to the other party.

Contract term

\_\_\_\_\_ to \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Randy Lange, Chairman  
Sky Harbor Property Owners Association

\_\_\_\_\_  
\_\_\_\_\_, Contractor