

Sky Harbor Property Owners Association
Invitation to Bid
Sky Harbor Snow and Ice Management 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

Bid Submittal / Deadline:

All bids with original signature will be postmarked and mailed to the SHPOA, 1218 Silver Poplar Lane, Sevierville, TN 37876 or emailed to info@hecos.com. Proposals received will be discussed by the Board at quarterly board meetings.

Contract term

November 15 to April 15 with consideration for earlier or later snow season.

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:

For the purposes of this section, an event is defined as follows; A snow and or ice event where the contractor is notified by the Sky Harbor Chairperson and or designee to provide the scope of services as described individually below. Since the number of possible events as well as the length of time and amount of work needed to perform the services described below are based solely on the weather, the cost estimate should be in a time and material format with the understanding that the contractor is responsible for all labor, equipment and materials needed to complete the scope of work. Additionally, the contractor must have a contact person available to the Association and be able to be on site and working within two (2) hours of contact by the chairperson and or designee if roadway passage is available outside of the Sky Harbor property boundaries.

- The contractor will salt all roadways in preparation for a forecasted ice/snow event.
- The contractor will plow all roadways in the event of any accumulated snow in order to eliminate road blockage and insure safe road passage. The contractor will inform the Board Chair and or designee of all preparation and ongoing work including but not limited to cleared and or impassable roadways during such event.

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 15th 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