



BID SPECIFICATIONS
TOWN OF CHAPEL HILL,
TENNESSEE CONTRACT FOR
CHIPPER SERVICE, BRUSH AND
LEAF COLLECTION

August 2021

Chapel Hill Town Government
Michael Faulkenberry, Mayor
Marion Joyce, Vice Mayor
Dale Brown, Alderman
Jonathan Gilbert, Alderman
Dottie Morton, Alderman
Joe Sedlak, Alderman
Brian Williams, Alderman
Amanda Harrington, Town Administrator
Ruth Magallanes, Town Recorder/Treasurer

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INVITATION TO BID

The Town of Chapel Hill will accept sealed bids for chipper service and brush and leaf collection. For Bid Forms and other information, you may review the Town of Chapel Hill website www.townofchapelhilltn.gov or email Amanda Harrington, Town Administrator, of the Town of Chapel Hill, at amandaharrington@townofchapelhilltn.gov.

Sealed Bids must be received in the Town of Chapel Hill office on or before 10:00 am, Wednesday, September 8, 2021. All Bidders must be Licensed Contractors and eligible to bid State of Tennessee contracts. The Town of Chapel Hill reserves the right to reject any or all bids.

Requests for clarification of these bidding specifications should be delivered in writing via email to the Town Administrator. All answers to questions will be forwarded in writing via email to any bidders who indicate they would like to receive amendments and correspondence regarding the bid.

INFORMATION FOR BIDDERS

RE: **TOWN OF CHAPEL HILL, TENNESSEE CONTRACT FOR CHIPPER SERVICE, BRUSH & LEAF COLLECTION**

DATE: **August 24, 2021**

Sealed bids must be received on or before **10:00 AM on Wednesday, September 8, 2021** at Town Hall, 4650 Nashville Highway, Chapel Hill, TN. One original and three hard copies should be submitted.

Bids will be accepted for a one (1) year contract for chipper service and brush and leaf collection, transportation and disposal (the “**Services**”) within the Town of Chapel Hill with 2 optional one (1) year renewals subject to agreement between the Town and the successful bidder. The bidder to whom the contract is awarded must provide the Services including:

(2) Provide weekly service to all residences in the Town of Chapel Hill, by chipping and/or hauling away all trimmings and pruning debris placed in the right-of-way and removing and hauling away all bagged leaves and clippings (“**Chipper Services**”). Chipper Services will be paid on a flat, monthly rate.

(3) Provide additional “as-needed” Chipper Services within the Town at the direction of the Town Administrator (the “**As-Needed Services**”). As-Needed Services will be paid on an hourly basis.

(4) Provide emergency right-of-way trimming, tree surgery and road clearing as directed by the Town Administrator (the “**Emergency Services**”). The Town requires a two (2) hour maximum response time. Emergency Services will be paid on an hourly basis.

The Town reserves the right to reject any one or all bids received. No bidder may withdraw a submitted bid for a period of sixty (60) days after the date set for the opening of bids.

Each bidder is responsible for inspecting all necessary site conditions and for reading and being thoroughly familiar with the Bidding Specifications and Contract. By signing the bid, the bidder certifies that it has investigated the site conditions for the contracted Services and fully satisfied itself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the costs, progress or performance of the work. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid. Further, bidder must ensure that any supervisor or foreman, who will oversee the performance of the Services, possesses the background and experience required to manage a job of this magnitude. A Tennessee Contractor’s License Number will be required if the bid exceeds \$25,000.

Information on the outside of the envelope must include the following:

1. Bidder’s Name
2. Address
3. Tennessee Contractor’s License Number

4. License Classification Applying to Bid
5. License Expiration Date
6. Name of Project for which Bid is submitted
7. Name and License information for all Subcontractors who will perform work.

Failure of a bidder to comply with the listing requirement voids the bid and the bid may not be opened.

All bidders must submit the following completed documents within the sealed bid:

- 1. Schedule 'A' – Contract Bid Form**
- 2. Schedule 'B' – Bidder's Qualification Form**
- 3. Schedule 'C' – Personnel Qualification Form**
- 4. Schedule 'D' – Listing of Equipment**
- 5. Schedule 'E' – Certificate of Insurance**
- 6. Schedule 'F' – Iran Divestment Act Verification**

Questions should be sent, in writing, to Amanda Harrington at Amandaharrington@townofchapelhilltn.gov.

CONTRACT SPECIFICATIONS

I. SERVICES TO BE PERFORMED

A. Chipper Service, brush and leaf collection, transportation and disposal –

1. Contractor will chip tree trimmings and small branches placed in Town rights-of-way by residents. After chipping yard waste, Contractor will transport and dispose of the refuse.
2. Bags of leaves will be collected and should weigh less than fifty (50) pounds.
3. Contractor shall provide at least a two (2) man crew per truck and three (3) men as necessary to provide traffic control along busy streets.
4. Chipper Service shall not include the following:
 - (a) Chipping and disposal of branches in excess of eight (8) inches in diameter or more than eight (8) feet in length.
 - (b) Chipping and disposal of branches that include foreign objects, including metal, plastic and glass that may pose a safety hazard.
 - (c) Chipping and disposal of branches in areas outside Town rights of way.
 - (d) Chipping and disposal of root balls.
 - (e) Chipping and disposal of refuse generated by private contractors or private landscaping companies.

B. As Needed Services –

1. Contractor will identify the need for additional Chipper Services throughout the Town in excess of higher than average volume and advise the Town Administrator of the same.
2. Contractor will provide additional Services on an as-needed basis and as directed by the Town Administrator. Such As Needed Services may include, but not be limited to, the following:
 - (a) “Back-tracking” service in which the Contractor returns to streets or lots already served during the week of service.
 - (b) Chipping and disposal of root balls or branches in excess of eight (8) inches in diameter or more than eight (8) feet in length.
 - (c) Chipping and disposal of branches along private drives, not Town rights-of-way.
 - (d) Chipping and disposal of branches left by private contractors of landscaping companies.
3. As Needed Services shall only be performed at the request of the Town Administrator.

- #### **C. Emergency Tree Service –**
- Contractor will provide tree service and clearing on an emergency basis. Contractor must be able to respond within two (2) hours of notification by (i) the Town Administrator, (ii) emergency response officials within the Marshall County, or (iii) The Town’s emergency pager system.

II. **METHOD OF BILLING AND COMPENSATION.**

- A. Standard Chipper Service and Brush and Leaf Collection shall be compensated at a flat, monthly rate.
- B. As Needed Services shall be compensated on an hourly rate, paid monthly.
- C. Emergency Tree Service shall be compensated on an hourly rate, paid monthly.

III. **QUANTITY OF WASTE.**

- A. Approximately six hundred sixty (660) residences per month produce debris at this time.
- B. The Town of Chapel Hill has a population of approximately 1,551 residents and an area of 3.2 square miles.

IV. **KEY PROVISIONS TO PERFORMANCE OF SERVICES AND CONTRACT**

- A. **Performance.** Chipping and hauling service to be performed as required each week and/or as additionally directed by the Town Administrator during regular business hours but not prior to 7:00 AM or past sundown.
- B. **Term.** The term of the contract shall be for one year beginning September 14, 2021 for a one (1) year contract for chipper service and brush and leaf collection, transportation and disposal with 2 optional one (1) year renewals subject to agreement of terms between the Town and the successful bidder.
- C. **Insurance.** The successful bidder shall procure and keep in force public liability and property damage, motor vehicle, worker's compensation insurance as required by the State of Tennessee, and excess liability insurance. Public liability and property damage insurance shall include limits of One Million Dollars (\$1,000,000.00) for all of the bidder's operations. Bidder must procure and keep in force vehicle liability insurance with personal injury limits of Five Hundred Thousand Dollars (\$500,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per occurrence and with property damage limits of Two Hundred Fifty Thousand Dollars (\$250,000.00). Umbrella coverage shall include an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in aggregate.
- D. **Indemnity.** The successful bidder shall indemnify and save harmless the Town from claims arising out of performance of the contract.
- E. **Performance Agreement and Letter of Credit.** The successful bidder must enter into a performance agreement and letter of credit in the amount of the contract price.
- F. **Compliance with Law.** The successful bidder must comply with all federal, state, and local laws, ordinances, and regulations in the performance or furtherance of the contract.
- G. **Staffing.** The successful bidder must maintain sufficient staffing at all times during performance of the contract. Qualified supervisors shall supervise the staff at all times. Supervisors shall be available for communications with the Town Administrator. Staff shall wear proper attire.
- H. **Non-Discrimination.** The successful bidder must agree to comply with all non-discrimination requirements of federal, state, and local laws.

- I. **Equipment.** The successful bidder must agree to maintain all equipment in good, safe working order and in accordance with all applicable laws, ordinances, and regulations. The successful bidder is expected to furnish any and all equipment necessary to complete the contracted services.
 - J. **Rights-of-Way.** The successful bidder shall take all steps to prevent unnecessary blockage of Town rights-of-way, including providing traffic control as necessary.
 - K. **Cancellation.** The Town shall have a right to cancel the contract on thirty (30) days written notice for failure of bidder to properly perform the duties herein.
- V. **SCHEDULE OF SERVICES:** The Contractor shall provide the Services on the following streets. The Contractor will submit an effective and efficient schedule broken down into one or two week periods to ensure each street received monthly service. A map of the Town of Chapel Hill is attached. To the extent the Contractor is able to amend this schedule to create greater efficiencies or more predictable service to residents, the Contractor shall communicate such intentions to the Town Administrator and ensure timely delivery of Services.
- VI. **MAP OF CHAPEL HILL (See separate document)**

BIDDING SPECIFICATIONS

- I. Sealed bids must be delivered to the Chapel Hill Town Hall, 4650 Nashville Highway, Chapel Hill, Tennessee 37304 ***on or before*** 10:00 on Wednesday, September 8, 2021, at which time they will be publicly opened. The envelope containing each bid must be sealed and have written upon the outside the following information
 - A. Bidder's Name
 - B. Address
 - C. Tennessee Contractor's License Number
 - D. License Classification Applying to Bid
 - E. License Expiration Date
 - F. Name of Project for which Bid is submitted
 - G. Name and License information for all Subcontractors who will perform work.
- II. All bidders must submit the following completed documents within the sealed bid:
 - A. Schedule 'A' – Contract Bid Form
 - B. Schedule 'B' – Bidder's Qualification Form
 - C. Schedule 'C' – Personnel Qualification Form
 - D. Schedule 'D' – Listing of Equipment
 - E. Schedule 'E' – Certificate of Insurance
 - F. Schedule 'F'- Iran Divestment Act Verification
- III. Bids should contain three (3) prices:
 - A. Per month price for Chipper Services over a one (1) year contract
 - B. Hourly rate for As Needed Services
 - C. Hourly rate for Emergency Services
- IV. The successful bidder shall enter into a written contract on or before September 14, 2021.

SCHEDULE 'A'
CONTRACT BID FORM

In Compliance with the invitation for bids, dated August 24, 2021, the undersigned bidder agrees that, if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, plant and equipment necessary to perform all work described below and in the agreement attached to said Invitations for Bids in strict accordance with the terms and provisions of the agreement.

Name of Person, Firm or Corporation

Tennessee Contractor's License Number

Address, P.O. Box or Street

Town, State, Zip Code

Bidder's Phone and Email

Signature (FAILURE TO SIGN HERE WILL RESULT IN REJECTION OF BID)

Name and Title of Person Signing Bid

Date

BID FOR CHIPPER SERVICES

Chipping, collection, transportation and disposal of brush, leaf and clippings:

PER MONTH PRICE, one (1) year contract: \$_____ (numbers)

_____*(Dollar amount written in words words)*

BID FOR AS NEEDED SERVICES

Chipping, collection, transportation and disposal of brush, leaf and clippings:

PER HOUR PRICE: \$_____ (numbers)

_____*(Dollar amount written in words words)*

BID FOR EMERGENCY SERVICES

Emergency tree work, trimming and clearing for rights-of-way with two (2) hour response time:

PER HOUR PRICE: \$_____ (numbers)

_____*(Dollar amount written in words words)*

SCHEDULE 'B'
BIDDER'S QUALIFICATION FORM

Date Submitted: _____

Submitted by: (check one)

() Individual () Partnership or Joint Venture () Corporation

Principal Office Address: _____

Office Representative: _____

Telephone Number: _____

Email Address: _____

If a Corporation, answer

When Incorporated: _____

In What State: _____

Registered Agent: _____

The Bidder submitting this bid warrants that the Bidder has done business in the following comparable or related fields and within the State of Tennessee

Operational Experience of Bidder:

Municipality Served	Period Served	Responsible Contact Name and Phone

Have any contracts for the services performed by your organization ever been canceled or terminated before the end of the term by either party:

Yes ()

No ()

If the answer is yes, state the location and circumstances on a separate sheet of paper.

SCHEDULE 'C'
PERSONNEL QUALIFICATION FORM

All bidders shall include a listing with qualifications of supervising personnel who have had experience in operating a comparable system and who have agreed to work for them in the performance of this contract.

[illegible]

SCHEDULE 'D'
LISTING OF EQUIPMENT

All bidders shall include a listing of equipment currently utilized by the Contractor as well as any equipment the Contractor intends to utilize in performance of the Contract, if the bidder is successful.

SCHEDULE "E"

CERTIFICATE OF INSURANCE

All bidders shall submit an ACORD certificate of insurance with the bid package.

SCHEDULE "F"

VERIFICATION OF IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

Reviewed and Verified:

Bidder's signature

-- FORM OF CONTRACT ONLY --

**CONTRACT FOR CHIPPER SERVICE AND BRUSH AND LEAF
COLLECTION, TRANSPORTATION AND DISPOSAL**

This Agreement (the “**Agreement**”) is made and entered this _____ day of _____, 2021 by and between the Town of Chapel Hill (the “**Town**”) and _____ (the “**Contractor**”).

This Agreement is made with reference to the following facts:

- A. The Town desires to provide, as a public service to its residents, (i) chipper service, brush and leaf collection, transportation and disposal, and (the “**Chipper Service**”) (ii) additional Chipper Services on an as-needed basis for extraordinary needs or additional requests for service (the “**As Needed Services**”), and (iii) emergency tree service (the “**Emergency Tree Services**”), (collectively, the “**Services**”).
- B. The Contractor is skilled in the performance of said Services.
- C. The Town desires to contract with and hire the Contractor for the provision of said Services.

NOW THEREFORE, The Town and Contractor, in consideration of the mutual covenants herein, do hereby enter into this Agreement, and agree as follows:

1. **Services**. The Contractor shall perform the following Services weekly within the Town’s jurisdiction:

A. Chipper Service –

- i. Contractor will chip tree trimmings and small branches placed in Town rights-of-way by residents. After chipping yard waste, Contractor will transport and dispose of the refuse.
- ii. Bags of leaves will be collected and should weigh less than fifty (50) pounds.
- iii. Contractor shall provide at least a two (2) man crew per truck and/or three (3) men as necessary to provide traffic control along busy streets.
- iv. **Chipper Service shall not include the following:**
 - (1) Chipping and disposal of branches in excess of eight (8) inches in diameter or more than eight (8) feet in length.
 - (2) Chipping and disposal of branches that include foreign objects, including metal, plastic and glass, that pose a safety hazard.
 - (3) Chipping and disposal of branches in areas outside Town rights of way.
 - (4) Chipping and disposal of root balls.
 - (5) Chipping and disposal of refuse generated by private contractors or private landscaping companies.

B. AS NEEDED SERVICES –

- i. Contractor will identify the need for additional Chipper Services throughout the Town in excess of higher than average volume and advise the Town Administrator of the same.
- ii. Contractor will provide additional Services on an as-needed basis and as directed by the Town Administrator. As Needed Services shall only be performed at the request of the Town Administrator.

- iii. Such As Needed Services shall include, but not be limited to, the following:
 - 1) Back-tracking” service in which the Contractor returns to streets or lots previously served in the week.
 - 2) Chipping and disposal of root balls or branches in excess of eight (8) inches in diameter or more than eight (8) feet in length.
 - 3) Chipping and disposal of branches along private drives or outside Town rights-of-way.
 - 4) Chipping and disposal of branches left by private contractors of landscaping companies.

C. **EMERGENCY TREE SERVICE** – Contractor will provide tree service and clearing on an emergency basis. Contractor must be able to respond within two (2) hours of notification by (i) the Town Administrator, (ii) emergency response officials within Marshall County, or (iii) The Town’s emergency pager system.

2. **Time of Performance.**

- a. **Commencement.** Contractor shall not commence performance of Services prior to 7:00 A.M. nor extend past sundown, except as directed by the Town Administrator.
- b. **Weekly Schedule.** Contractor shall perform the Services sequentially and weekly within the Town jurisdiction as outlined in “Schedule A” of this bid package.
- c. **Holidays.** Holidays upon which work shall not be required are Thanksgiving Day, Christmas Day, New Year’s Day, Independence Day, Memorial Day, and Labor Day. Work schedule shall be moved forward or back one or two days, depending upon what day of the week the holiday occurs, so that every scheduled location receives its regularly scheduled weekly service. Service shall return to the normal work schedule within three days.

3. **Term.**

- a. **Term.** The term of this agreement shall be for one (1) year, commencing on _____, 2021 and expiring on _____, 2022 (the “Term”).
- b. **Option to renew.** The Town shall have an option to renew the Agreement for two (2) additional one (1) year periods upon notice to Contractor not less than thirty (30) days prior to expiration of the then existing Term. In the event the Town exercises its option to renew this Agreement, nothing herein shall prevent the Contractor and Town from negotiating a reasonable adjustments in the consideration paid for the Services and scope of Services.
- c. **Termination of Contract for Cause.** If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the Town shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specify the effective date thereof.

4. **Consideration.** – The Town shall make payment to the Contractor on a monthly basis upon submission by the Contractor to the Town of an itemized billing for Services rendered. Services shall be billed to the Town as follows:

- a. Chipper Services: (\$_____) per month
- b. As Needed Services: (\$_____) per hour.
- c. Emergency Tree Services: (\$_____) per hour.

5. **Compliance with Laws** – Contractor agrees that the Services provided pursuant to this Agreement shall be provided in compliance with all laws, ordinances and regulations of the United States, State of Tennessee, Marshall County, and the Town, now or hereafter in effect during the term of this Agreement specifically including, but not limited to the AMERICANS WITH DISABILITIES ACT OF 1990 (ADA).
6. **Indemnity**. Contractor agrees to pay, protect, indemnify, and save The Town harmless from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any use, trespass or damage to private property occasioned by Contractor's performance of the Services, (ii) the conduct of the Contractor or any of its employees, servants, agents or subcontractors in the performance of this Agreement, or (iii) any injury to or death of any person, or any damage to property caused by the operation of any equipment used by Contractor, its employees, servants, agents or subcontractors. In case any action, suit or proceeding is brought against The Town by reason of any occurrence herein described, Contractor shall, at its own expense, defend such action, suit or proceeding with counsel acceptable to The Town in its sole discretion. The indemnity agreement provided herein shall survive the expiration or sooner termination of this Agreement.
7. **Insurance**.
- a. Contractor shall obtain and keep in effect during the Term hereof, and any extension, at its own expense, policies of insurance protecting itself against all claims, causes of action and other liabilities arising out of, or in any way connected with, its activities pursuant to this Agreement in the following kinds and amounts. The Town shall be named as an additional insured on each policy.
 - b. Public Liability and Property Damage Insurance as shall protect the Contractor and any employees, servants, agents or subcontractors from claims for damages that may arise from performance of the Agreement. Public Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00), including accidental death, and subject to the same limit in the aggregate. Property Damage Insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and subject to the same limit in the aggregate.
 - c. Motor Vehicle Liability Insurance on all motor vehicles owned, leased, or otherwise used by the Contractor and all subcontractors in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injury, including accidental death to any one person, and subject to the same limit for each in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one occurrence and property damage insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each occurrence, said liability limited to occurrence in connection with the Services.
 - d. Worker's Compensation Insurance as required by the State of Tennessee for all of employees engaged in performance of the Services. If Contractor elects to use subcontractors, then Contractor shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work under the Agreement is not protected under Worker's Compensation Statute, the Contractor shall provide adequate insurance coverage for the protection of such employees not otherwise protected.
 - e. Excess Liability (Umbrella) in an amount of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in aggregate to cover the hazards of bodily injury and/or property damages combined.
 - f. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Section and such insurance has been accepted by the Town.
 - g. All insurance policies shall include a clause which states, in effect, that the policy shall not be

canceled, modified, nor allowed to expire until ten (10) days written notice has been received by The Town prior to such cancellation, modification, or expiration.

8. Additional Duties of Contractor:

- a. Contractor shall maintain a valid Tennessee Contractor's Licenses at all times throughout the Term of this Agreement.
- b. Contractor shall keep a sufficient number of employed personnel satisfactory to The Town for performing the Services.
- c. The Contractor shall assign a qualified person or persons to be in charge of its operation in the Town and shall assign a permanent, dependable crew. Contractor shall give the name or names of said supervisors to The Town with information regarding their experience.
- d. The Contractor's employees shall wear a clean uniform or shirt bearing the Contractor's name.
- e. Each driver shall, at all times, carry a valid driver's license for the type of vehicle he is driving.
- f. The Town may request the dismissal of any employee of the Contractor who violates any provision hereof or is wanton, negligent, or discourteous in the performance of his duties.
- g. The Contractor shall provide operating and safety training for all personnel. Contractor shall be responsible for ensuring all employees wear adequate safety equipment at all times, including, but not limited to, hard hats, protective eyewear, protective footwear, and reflective gear as necessary.
- h. The Contractor shall maintain its equipment in operable condition and suitable condition and available to the Town at all times during the terms of this Agreement.
- i. The Contractor shall interfere as little as possible with the public use of roads, walks, and entrances to houses, and shall, at its own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic.

9. **Independent Contractor.** The Contractor is an independent contractor with respect to The Town. Nothing contained herein shall create any association, partnership, joint venture, employment or agency relationship between the parties.

10. **Fuel Index.** The parties agree that the cost of fuel is factored into and reimbursed as part of the monthly Consideration paid pursuant to Section 4 of the Agreement.

11. Miscellaneous.

- a. **Assignment.** The Contractor shall not assign this Agreement, except upon the express prior written consent of The Town.
- b. **Cancellation.** The Town has a right to cancel this Agreement on thirty (30) days written notice for failure of Contractor to properly perform the duties herein. Also, it is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, or files a bankruptcy petition, then The Town may terminate this Agreement at any time.
- c. **Non-discrimination.** No person shall be denied employment by the Company for reasons of age, race, sex, creed or religion or national origin.
- d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles.
- e. **Modification.** This Agreement may be modified only by written amendment executed by all parties hereto.

- f. **Risk.** Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes.
- g. **Notice.** All notices, demands and requests required under this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if delivered personally or sent by United States Registered or Certified Mail or by nationally recognized guaranteed overnight courier delivery service, postage prepaid, addressed to The Town at:

The Town of Chapel Hill
Attn: Amanda Harrington
4650 Nashville Highway
Chapel Hill, TN 37215

And to the Contractor at:

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate in the State of Tennessee on the day and year first above written.

THE TOWN OF CHAPEL HILL

CONTRACTOR

BY: _____
Mayor Michael Faulkenberry

by: _____
Its: _____

BY: _____
Ruth Magallanes, Town Recorder/Treasurer

Exhibit “A”

Weekly Schedule of Services

The Contractor shall provide the Services on the following streets in accord with this schedule. To the extent the Contractor is able to amend this schedule to create greater efficiencies or more predictable service to residents, the Contractor shall communicate such intentions to the Town Administrator and ensure timely delivery of Services.

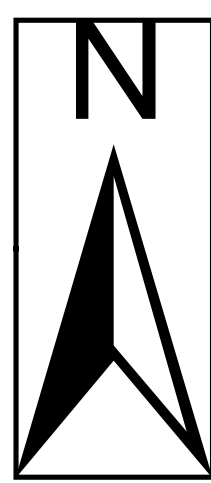
Exhibit “B”

Form of Performance Agreement

Chapel Hill, TN

Zoning Map July 2016

- Parcels
- B1 Neighborhood Shopping
- B2 Intermediate Business
- B3 Central Business
- R1 Low Density Residential
- R2 Medium Density Residential
- R3 High Density Residential
- M1_Zoning



1 inch = 638 feet

