

# LINE CLEARANCE AGREEMENT

THIS AGREEMENT made and entered into

This 1<sup>st</sup> day of October, 2015

By and between

City Of Seguin

Hereinafter called "OWNER"

And

Townsend Tree Service Company LLC  
DBA National Tree Expert Company

Hereinafter called "CONTRACTOR"

For the consideration hereinafter named, and subject to the terms and conditions set forth, the Owner and Contractor mutually agree as follows:

1. Contractor agrees to trim and remove trees and brush and to perform right-of-way clearing as needed to provide clearance for the wires of the Owner, at such time and place as may be designated in writing by authorized representatives of the Owner.
2. Contractor shall, at his own risk and expense, perform promptly and diligently all authorized work in a good, proper, and workmanlike manner in accordance with the specifications set forth by the ANSI A300 Standard local, state and federal guidelines, including the City's Oak Wilt Ordinance as found in Section 36.1 of the Seguin Zoning Ordinance.
3. All labor, tools, equipment, and transportation will be furnished by the Contractor. Contractor shall maintain a three person crew. Any deviation from the scheduled hours or crew make-up, as they are defined in the bid documents, must be approved in advance by Owner. Contractor's employees shall wear suitable work uniforms and be as clean and in as good appearance as the job conditions permit. They shall be expected to conduct themselves in an industrious and courteous manner. Contractor's equipment shall be kept in neat appearance and in good operating condition at all times. Modern tools shall be used and kept sharp, clean and in working order. Adequate first-aid supplies shall be part of the standard equipment of all vehicles.
4. It is mutually understood and agreed that the Contractor in doing this work is an independent contractor, and that the Contractor is to perform the work covered by this agreement by such means and in such manner as the Contractor may choose under the directives of the Owner. All such work shall be subject to inspection at any time by representatives of the Owner. All persons employed by the Contractor in the performance of any work under this agreement shall be agents and employees of the Contractor and neither the Contractor nor any agents or employees shall be deemed as agents or employees of the Owner for any purpose whatsoever.

5. Contractor shall take necessary safety precautions to protect human life, public and private property. Contractor shall be solely responsible to use approved safety methods in the performance of all work to protect his employees and or other persons. Contractor shall be solely responsible for all personal injury or property damage caused by the acts of omissions of Contractor or Contractor's agents and employees. Contractor agrees to indemnify, hold harmless, and defend Owner for any claims of property damage or personal injury caused by acts or omission of Contractor or Contractor's agents or employees.
6. The Contractor shall determine in advance the nature in all circuits involved. It is mutually understood that the Owner is intended to continue in normal operations at all times and the Contractor shall carefully guard against interfering with the normal operations of such circuits.
7. Contractor shall promptly remove all equipment upon completion of the work at each location and shall dispose of all brush and debris in conformity with ordinances and regulations and to the satisfaction of the property owners.
8. Contractor shall comply with all insurance requirements requested by Owner in bid request #TF-2015-36 including obtaining workers compensation insurance.
9. Contractor shall comply with all Federal, State, County, Municipal and or other law, ordinances, rules, and regulations applicable to the performance of any work under this agreement and shall secure and pay all governmental licenses, deposits or fees required. Contractor accepts exclusive liability for and agrees to properly comply with all governmental requirements in regard to deductions and payment of Social Security Taxes, Withholding Taxes, Unemployment Compensation Contributions and any other similar taxes or contributions. Contractor shall remit to proper governmental authorities all sales or use taxes applicable to materials or equipment furnished.
10. As full consideration the Owner agrees and shall pay the Contractor for properly authorized and completed work at the rate of \$ 82.00 per hour, provided the Contractor complies with the performance requirements set forth in the City of Seguin bid #TF-2015-36. It is mutually agreed that these rates include all wages paid, insurance, paid holidays, taxes, supervision, hand tools, equipment operation cost, maintenance cost and any other associated labor or equipment cost.
11. Payment for such work shall be made by the Owner, within a reasonable time after the presentation of weekly invoices, subject to the approval and acceptance of the work by designated representatives of the Owner. Each invoice shall indicate the name, hours worked and bill rate of each employee furnished, and the hours of operations and billing rate for all equipment used.
12. The term of this agreement shall expire at the end of the Owner's 2015-2016 Fiscal Year, September 30, 2016. This agreement shall be effective until terminated by either the Contractor or the Owner giving the other party thirty days written notice.
13. The purpose of this agreement is to establish and set forth responsibilities, obligations, agreements and rates between the Contractor and the Owner.

14. This agreement and its exhibits, including the bid documents, evidence the entire agreement between the parties, and no modification thereof shall be effective unless evidenced in writing and signed by the parties hereto or their duly authorized agents.
15. This agreement shall extend to and be binding upon the successors and assigns of the parties hereto, but may not be assigned by the Contractor except with written consent of the Owner.
16. For purposes of this agreement, "Owner" means City of Seguin and its directors, officers, employees and agent, or any of them.

IN WITNESS WHEREOF: The parties hereto have executed this agreement in duplicate originals this day and year first above written.

OWNER:

City Of Seguin

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR:

Townsend Tree Service Company LLC  
DBA National Tree Expert Company

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE: \_\_\_\_\_