

SPONSORS: Morrissey, Electricity Department

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the contract with ACRT, Inc., a copy of which is attached hereto, for the line clearance arborist climbing training and recertification workshop for the City of Florence Utilities Electricity Department, Florence, Alabama, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds ACRT, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to ACRT, Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2018.

CITY COUNCIL

APPROVED this the _____ day of _____, 2018.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2018.

CITY CLERK

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and ACRT, Inc., a corporation (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes for the Consultant to provide line clearance arborist climbing training and recertification workshop for the City of Florence Utilities Electricity Department, Florence, Alabama.

NOW, THEREFORE, the City and Consultant in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The scope of work shall consist of the Consultant providing a qualified instructor(s), a mannequin for aerial rescue, manuals and other classroom materials audiovisuals, training and testing in the classroom and field, record keeping for five (5) years, and three (3) months prior notification of certificate expiration; this agreement includes a total of five (5) days of a combination of classroom and field instruction and testing, Florence, Alabama, and all in accordance with the proposal dated September 11, 2018, as attached hereunto and made a part of this contract. The Consultant shall maintain complete liability insurance coverage, and Certificates of Insurance shall be provided to the City prior to the workshop. The workshop shall be held at a time agreed on by both parties to the agreement.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF SERVICES, the City shall pay the Consultant the lump sum of \$7,296.00 (seven thousand two hundred ninety six dollars) plus instructor(s) airfare. The City may purchase manuals for each new participant for \$85.00 (eighty five dollars) each and as noted in the proposal which is attached hereunto and made a part of this contract.

Payment to the Consultant will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work to be done or materials to be furnished, which in the opinion of the City, represent a significant quantity, shall be authorized by change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

ARTICLE 3 - PERSONNEL AND FACILITIES

The Consultant warrants that they have or will secure at their own expense, all personnel required to perform the services under this contract. All personnel in the work shall be fully qualified.

The Consultant warrants that it is properly qualified to perform this contract in accordance with the applicable laws of the City of Florence, the State of Alabama and the United States.

ARTICLE 4 – CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. No services for which additional compensation will be charged by the Consultant shall be furnished without written authorization of the City.

ARTICLE 5 – CANCELLATION

The City retains the right to cancel without cause upon thirty (30) calendar day's written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services. If the contract is cancelled, the Consultant will be paid for services rendered to the date of cancellation as mutually agreed by both parties.

ARTICLE 6 - TERMS AND CONDITIONS

In no event shall this contract constitute an employment Agreement, and the Consultant shall be considered only as an independent consultant and not employees, agents, partners, or joint ventures of the City.

The Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The second party shall not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free Internet based system that is operated or authorized by the United States Department of Homeland Security, that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, the second party shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

The Consultant agrees to indemnify and save harmless the City from any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the Consultant is an independent contractor and not an employee, agent or representative of the City. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The Consultant shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this _____ day of _____, 2018.

CITY OF FLORENCE, ALABAMA
a municipal corporation

ATTEST: BY: _____
Mayor

CITY CLERK

“CITY”

ACRT, INC.
a corporation

ATTEST: BY: _____
ITS: _____

“CONSULTANT”



ACRT Arborist Training is pleased to provide this proposal for a Line Clearance Arborist (LCA) Certification and Recertification Workshop for Florence Electricity Department. There will be a one-day workshop for recertification and a four-day workshop for complete certification. ACRT's LCA certification satisfies the demands of OSHA 1910.269.

1. LCA certification requires the completion of three components:
 - Each candidate must possess a Line Clearance Arborist certification manual and achieve a minimum of 75% on a written or oral test on the content.
 - Each candidate must pass proficiency testing on tree identification, manual or aerial lift work skills, knot tying, and aerial rescue.
 - Participants must possess a current CPR card and identification showing successful completion of First Aid training.

2. LCA recertification requires each participant to:
 - Complete an updated general knowledge test with 75% accuracy.
 - Successfully and safely complete an aerial rescue.
 - Submit proof of a current CPR card and documentation of emergency first aid training.
 - It is recommended, but not required, that participants review the two videotapes, "Aerial Rescue" and "Electrical Hazards and Trees."

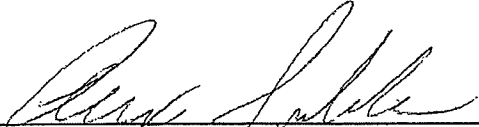
3. The host is asked to supply the following:
 - Classroom space to seat all participants comfortably and allow them to see and hear without obstruction. Table seating is best. The classroom should contain a chalk or white board and TV monitor or a projector using an HDMI cord or VGA cord (blue PC monitor cord).
 - Suitable outdoor testing area which includes an open crown tree at least 50' tall.
 - Climbing gear and/or aerial lift and personal safety gear and equipment for the participants.

4. The class is scheduled during your normal working hours.

5. ACRT provides qualified instructor(s), a mannequin for aerial rescue, classroom materials, audiovisuals, training and testing in the classroom and field, record keeping for five years, and three months' prior notification of certificate expiration. Successful participants receive certification, a certificate suitable for framing, a wallet identification card, and a helmet decal showing certification.

Florence Electricity Department

6. This proposal includes a total of five-days of a combination of classroom and field instruction and testing. A one-day workshop will be for the recertification employees and a four-day workshop will be for the new certification employees. Costs are based on the number of instructor days involved. The instructional cost for the training as described above is \$7,296.00, plus instructor airfare if needed and the manuals for each new participant at \$85 per person. This price includes instructor time, ground travel, food, and lodging. Airfare is added at our cost and every effort is made to keep the cost as low as possible. Updated Z133 ANSI Standards are available for purchase at \$20 each for recertification attendees but will be bundled with the ACRT line clearance manual for new attendees.
7. ACRT issues certificates after receipt of payment. Payment is due upon receipt of invoice.
8. ACRT, Inc. and the ACRT Arborist Training maintain complete liability insurance coverage, and Certificates of Insurance are provided upon request. ACRT is registered with the Ohio State Board of Career Colleges and Schools as a vocational training school. Courses are approved by the International Society of Arboriculture for continuing education units.
9. This quotation is valid through February 11th, 2019.
10. For questions regarding this proposal, please call Alex Subak, Training Coordinator, at 800-622-2562, Ext. 240, or e-mail asubak@acrinc.com.



Alex Subak, Training Coordinator
ACRT Arborist Training

9-11-18

Date

If the terms and conditions in this proposal are acceptable, please sign below and return a copy to ACRT. This proposal can be amended by mutual agreement. Faxes should be sent to 330-945-7200 or mail to ACRT, 1333 Home Ave., Akron, OH 44310-2512, Attention: Alex Subak, and emails should be sent to asubak@acrinc.com.

Name and Title

Date