



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #001-2011**

**THIS IS NOT AN ORDER**

**RETURN**

**TO:** Jason L. Finke, CPPO Senior Buyer  
City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

Date Issued: July 8, 2010  
Buyer's Email: [jfinke@springfieldmo.gov](mailto:jfinke@springfieldmo.gov)  
Telephone Number: 417-864-1624  
Fax Number: 417-864-1927  
**DUE DATE: July 27, 2010**  
**PRE-BID: July 15, 2010**

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**SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON TUESDAY, JULY 27, 2010.** Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

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**DESCRIPTION**

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**TREE PLANTING AND MAINTENANCE PROGRAM**

*See attached General Conditions, Specifications, and Bid Form for detailed information.*

DELIVERY: F.O.B. DESTINATION

*The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.*

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It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

**02. IFB Delivery Requirements**

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

**03. Sealed and Marked**

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

**04. Legal Name and Signature**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

**05. Corrections**

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

**06. Clarification and Addenda**

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at:

[www.springfieldmo.gov/egov/finance/bid\\_center.html](http://www.springfieldmo.gov/egov/finance/bid_center.html)

**07. IFB Expenses**

All expenses for making Bids to the City are to be borne by the bidder.

**08. Irrevocable Offer**

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

**09. Responsive and Responsible Bidder**

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

**10. Reserved Rights**

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**11. The Right to Audit**

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

## **12. Applicable Law**

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

## **13. Right to Protest**

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

## **14. Ethical Standards**

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

## **15. Collusion**

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **16. Contract Forms**

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

## **17. Liability and Indemnity**

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

## **18. IFB Forms, Variances, Alternates**

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

## **19. Bid Form**

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

## **20. Modifications or Withdrawal of Bid**

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

## **21. No Bid**

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

## **22. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

## **23. Prices Bid**

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

## **24. Discounts**

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

## **25. Descriptive Information**

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

## **26. Deviations to Specifications and Requirements**

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

## **27. Samples (if required)**

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

## **28. Quality Guaranty**

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

## **29. Quality Terms**

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

## **30. Tax-Exempt**

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

## **31. Awards**

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

**32. Authorized Product Representation**

*The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

**33. Regulations**

*It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

**34. Termination of Award**

*Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.*

**35. Royalties and Patents**

*The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

**36. Equal Employment Opportunity Clause**

*The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.*

**37. Bid Tabulation**

*Bidders may request a copy of the bid tabulation of the Invitation for Bid.*

**38. Budgetary Constraints**

*The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.*

**39. Additional Purchases by Other Public Agencies**

*The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.*

**40. Order of Precedence**

*Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

**41. Affidavit for Service Contracts**

*The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

**42. Inspection and Acceptance**

*No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

**CITY OF SPRINGFIELD  
INVITATION FOR BID #001-2011  
GENERAL INFORMATION**

1. **Purpose:** The purpose of this Invitation for Bid is to obtain the goods/services of a qualified Contractor to provide a **City Tree Planting and Maintenance Program**. The work consists primarily of providing installation and continued maintenance of trees on a project by project basis. Some projects will include installation. Some projects will include installation and maintenance. **Only installation work will require prevailing wage.**
  
2. **Background:** In some of the planting projects, the City of Springfield is cooperatively working with the citizens of Springfield in a *NeighborWoods* program intended to replace existing trees and /or plant new trees in neighborhood areas in a variety of species to enhance and beautify the City's tree population. In addition, the City may utilize this contract to fulfill other requirements for landscaping as required. Based upon prices received, and pending the City of Springfield intends to initially install an estimated total of 650 trees. Individual volunteers from neighborhoods participating in the *NeighborWoods* program will be responsible for maintenance of approximately 300 of these 675 trees over the City's three (3) year Capital Improvement Program (CIP) cycle. *NeighborWoods* areas are Rountree, Chesterfield Village, Midtown, Woodland Heights, West Central and Grant Beach. These areas may be viewed at <http://www.ci.springfield.mo.us/egov/planning/nco/pdfs/all-org.pdf>. This past planting season, the last year of the three (3) year CIP cycle, the City planted approximately 650 trees ranging in size from three-quarter inch (¾") to one and one-quarter inch (1-¼") trunk caliper (measured at six (6) inches above the root flare). Of the total trees planted last season, approximately 430 trees were placed on the extended "Tree Maintenance" program as entailed in this bid document.
  
3. Contact for contract bidding issues: **Jason Finke, 417-864-1624.**
  
4. **Pre-Bid Meeting:** A pre-bid conference and site investigation will be held at **1:00 pm, on Thursday, July 15, 2010** at the Division of Purchases, 218 East Central, Springfield MO, 65802.

**CITY OF SPRINGFIELD  
INVITATION FOR BID #001-2011  
GENERAL CONDITIONS**

1. **Time of Completion:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid for each project
2. **Quantities:** Quantities listed in the Bid Form have been established by the City of Springfield Public Works Department. The intention is to install a total of 225 trees. However, quantities may vary based upon bids received and funds available. The City shall be obligated to pay only for those quantities ordered, received, and work completed.
3. **Price:** The Contractor agrees that all fees shall be at the rates specified in the Contractor's bid for the entire term of the Contract.
4. **Delivery:** Trees for various projects are to be picked up by the contractor at the City's Parks-Public Works Cooperative Nursery located at the rear of Nathanael Greene Park at 2400 S. Scenic, Springfield, MO. and delivered to assigned project sites.
5. **Additional Project Orders:** The City cannot determine at this time if, or how many, additional project orders may be placed. Estimates for additional orders are not included in the quantities provided in the Bid Form. One of the intended purposes of this bid is to establish an open contract for such future orders.
6. **Items** required to complete the project, but are not shown on the bid as separate items, shall be included in the bid price for other items, such as excavation, backfilling, initial mulching, seeding, etc.
7. **Inspection and Acceptance:** No delivered service workmanship and/or material pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said service workmanship and/or material. All service workmanship and/or material which is discovered to be defective or which does not conform to any warranty of the Contractor herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement.
8. **Subcontractors:** No subcontractors will be permitted under this contract.
9. **Award:** It is the City's intent to award to a Contractor based upon the most responsive bidder who can provide services at the best price meeting the bid requirements. In the event the Contractor cannot perform, the City reserves the right to award to the next lowest and most responsible bidder.
10. **Payment:** The City agrees to pay the Contractor for services provided in accordance with the price schedule set forth in the Contractor's Bid Form, authorized by City Purchase Order and upon presentation of proper invoice. The City shall pay net thirty (30) days upon receipt of properly itemized invoice and acceptance of work by the City.
11. **Occupational License:** The Contractor shall obtain and maintain an Occupational License with the City of Springfield, Missouri. The cost for this Occupational License shall be borne by the Contractor. The City will execute no contract until this Occupational License has been obtained.

12. **Prevailing Wage Requirement (as applicable):** The work performed under this Agreement is subject to the prevailing wage law. It is agreed that all workman employed by the Contractor, and any subcontractor employed under him, will be paid not less than the prevailing wage as determined by appropriate governmental authority and the Annual Wage Order attached hereto and made a part hereof. It is agreed that the contract or sums payable to the Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo. The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by the City of Springfield.
  
13. **Excessive Unemployment In Missouri:** Pursuant to Missouri Revised Statute Section 290.560, whenever there is a period of excessive unemployment in Missouri, all public works projects or improvements for any governmental unit shall employ only Missouri laborers and laborers from nonrestrictive states on such projects or improvements, unless such laborers are unavailable or incapable if performing the particular type of work involved and this fact is certified by the contractor and approved by the contracting officer for the governmental unit, then at this time other laborers may be used.

**CITY OF SPRINGFIELD  
INVITATION FOR BID #001-2011  
SPECIAL PROVISIONS**

1. **Protection And Maintenance Of Public And Private Property:** The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by the Contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy ties, and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement. All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the City's representative. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location of character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by the Contractor or the Contractor's subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.
  
2. **Protection of Existing Vegetation:** No existing vegetation within the project area shall be removed, trimmed or otherwise disturbed without prior approval by the City's representative. Such approval shall be given in the case of any vegetation within a trench line or other excavation limits where root structure is such that work cannot continue by any other means. No vegetation outside such excavation areas, or on private property, shall be removed, trimmed or otherwise disturbed without the consent of the property owner where the vegetation is located. The Contractor shall protect all vegetation from injury within, and adjacent to, the project site. Any vegetation damaged or destroyed by the Contractor in performing the work, without the approval of the City's representative or property owner shall be replaced at the Contractor's expense with material of equal or greater value.
  
3. **Use of Right-Of-Way And Easement:** Contractor must conduct all work within public street right-of-way, within designated areas on City-owned property, or within easements obtained for this project. All disturbed areas shall be reshaped, smoothed, dressed with topsoil, seeded, and mulched. All removal items shall be completely removed and disposed of. All remaining items shall be saved from damage. The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way not shown on the plans, but which may be required by the Contractor for execution of the work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the City by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately move same. Prior to placing materials or equipment upon such easements, the Contractor shall request the City's representative to approve the specific location to be used. Any damage, which occurs to private property, will be the responsibility of the Contractor. In the event the Contractor gets off the permanent or temporary easements, then all costs to

restore the property shall be at the Contractor's expense and final acceptance of the project may be withheld unless the claim is resolved.

4. **Utilities:** The Contractor shall make every effort to locate and identify all underground pipe lines, cables, and conduits by contacting the Missouri One Call System and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations. The Contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipe lines, and surroundings, and shall indemnify and hold harmless the City for any and all claims or judgments whenever made as a result of the Contractor's actions. If additional or unexpected utility conflicts occur, the Contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project.
5. **Roadside Ditches and Parkways:** Any roadside ditches or parkways that are disturbed during construction shall be re-graded, reshaped, reseeded, and mulched to assure drainage and ease of maintenance. No direct payment will be made.
6. **Water:** All water required for and in connection with the work to be performed, for watering plant material, for inundation or settling of backfill material, or for any other use as may be required for proper completion of the work shall be provided by and at the expense of the Contractor. No separate payment for water used or required will be made and all costs in connection therewith shall be included in the bid.
7. **Safety Precautions:** The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The Contractor shall also comply with all regulatory agencies requirements for safety. The Contractor shall use extreme caution to protect the project area to prevent accidents, damage, or injury involving pedestrian or vehicular traffic in the project area. Barricades, safety screening, or other acceptable methods shall be used as needed to keep the public out of danger and to safely divert them around the project area. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the Contractor's prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as the Contractor may deem necessary or desirable. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters. The Contractor shall indemnify and save harmless the City and the City's representative from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
8. **Signing And Barricades:** All signing and barricades shall conform to Traffic Control Manual for Street Construction and Maintenance Operations approved by City Council, General Ordinance No. 3224 on July 13, 1981, and the Manual on Uniform Traffic Control Devices (1993 edition) published by the Federal Highway Administration, including any revisions thereto. The Contractor must notify the City Traffic Engineer at least five (5) working days in advance of street closure dates for the project in order to allow sufficient time for public notification. Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved. Signs and barricades shall be properly maintained during the time the construction project exists. They shall

remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress. Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic around their work. Where Type III barricades are required, they shall be an 8-foot minimum rather than the 2-foot minimum as shown in the Traffic Control Manual. The cost of providing flag persons, signs, barricades, and any other necessary traffic control devices to protect and safeguard the project area and to safely direct pedestrian and vehicular traffic around the project area shall be at Contractor's expense and considered incidental to the project. Upon failure of the Contractor to comply with any order of the City's representative, the City's representative shall have the authority to cause said conditions to be corrected and to deduct the cost from any payment due or to become due to the Contractor.

**CITY OF SPRINGFIELD  
INVITATION FOR BID #001-2011  
CONTRACT CONDITIONS**

1. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
2. **TERM:** The term of this contract shall be for one year beginning on the effective date of the contract. The City may, at its sole option, extend the contract for up to two (2) additional one year terms upon written notice to the Contractor.
3. **ESCALATION/DE-ESCALATION:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

4. **PAYMENT:** The Contractor shall be paid, Net 30, upon completion of work and acceptance of work by the City; and upon presentation of proper invoice. The City will pay only for work authorized and completed as such work is accepted by the City. The contractor will be required to provide invoices for all materials used in for the work in accordance with the contract, to verify appropriate mark ups.
5. **TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.
6. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
7. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
  - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

8. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation Employer's Liability** Statutory coverage per R.S.Mo. 287.010 et seq  
\$1,000,000.00
- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.
- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.

E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

9. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
10. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.
11. **NON-DISCRIMINATION:** The Contractor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
12. **LIABILITY AND INDEMNITY:**
- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages

from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

- C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
  - D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
  - E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
  - F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.
13. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
14. **APPROPRIATION OF FUNDS:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
15. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

16. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Invitation for Bid, and any amendments thereto and, (2) the proposal, as accepted, submitted in response to the Invitation For Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation For Bid and amendments thereto shall govern over the Contractor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation For Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern.
17. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
18. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
19. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
20. **TERMINATION:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
21. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 21, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

22. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City shall have the right by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this contract. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.
23. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
24. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.
25. **CONFLICTS:**
- 25.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- 25.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.
26. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
27. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

28. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

**CITY OF SPRINGFIELD  
INVITATION FOR BID #001-2011  
SCOPE OF WORK AND SPECIFICATIONS**

There are three (3) main parts to this Bid. They are listed below as Part A, B, and C.

The Specifications and Scope of Work are divided into Part 1 – Trees and Part 2 – Installation and Planting and Maintenance.

**A: Delivery of trees to pre-determined project sites for trees planted in close proximity to public improvement (to be planted by others off city right-of-way).**

1. “Delivery” is defined as pickup of trees located at the City’s Cooperative Nursery and delivery by the Contractor to pre-determined project sites. City will flag trees, by project and location, and stage trees for pickup by the Contractor at the Cooperative Nursery. City will mark location(s) at project site where trees are to be delivered. City will then notify the Contractor of the work. Contractor is expected to off-load the trees, on city right-of-way, at the various location(s) at the project sites.

**B: Planting.**

1. See “Part 1 – Planting”

**C: Tree Maintenance.**

1. See “Part 2 – Tree Maintenance”.

Each service described above shall include all labor, materials, supplies, equipment, tools, fuel, traffic controls, taxes, insurance, licenses and any and all other items necessary to complete the related work as described in the Invitation For Bid and Purchase Order.

**INVITATION FOR BID #001-2011**  
**SCOPE OF WORK AND SPECIFICATIONS**  
**PART 1 –TREE PLANTING**

**1. GENERAL:**

1.1 **DESCRIPTION OF WORK:** Plant trees as described under this “Scope of Work and Specifications – Part 1 – Tree Planting” section and shall include the following:

- 1.1.1 Herbicides
- 1.1.2 Soil Preparation
- 1.1.3 Trees (provided by City for contractor pick-up at Parks/Public Works Cooperative Nursery and delivery to various assigned sites throughout the city)
- 1.1.4 Mulch
- 1.1.5 Preliminary Maintenance

1.2 **OBJECTIVES:** Throughout the term of the contract the City may elect to have trees on the established list delivered, delivered and planted, or delivered, planted, and maintained. Installation and maintenance shall be optional depending on the requirements of each individual project and funding available for each individual project.

1.3 **SCOPE OF WORK:** The Contractor shall provide the minimum goods/services as specified herein.

1.3.1 **Projects:** Each project shall include all labor, materials, supplies, equipment, tools, fuel, traffic controls, taxes, insurance, and any and all other items necessary to complete the related work as described in the Invitation For Bid and Purchase Order.

1.3.1.1 *NeighborWoods* Projects: All trees are to be picked up at the City Parks/Public Works Cooperative Nursery. “Tree Pick-up, Delivery & Planting” on the Bid Form shall mean the Contractor shall pick up the trees as required from the City’s Cooperative Nursery at Nathanael Greene Park, deliver & off-load trees at respective assigned locations within a given neighborhood and plant the trees save for final backfill & mulching. The City’s representative will coordinate with each neighborhood a final planting date when the trees will be final backfilled, mulched and watered. Notification to plant such trees will be given to the Contractor no later than one (1) week prior to the *NeighborWoods* project completion date. All planting operations shall be completed by the contractor one (1) day prior to the *NeighborWoods* project date.

1.3.1.2 Public Works Projects: “Tree Pick-up, Delivery & Planting” on the Bid Form includes the Contractor picking up trees as required from the City’s Cooperative Nursery at Nathanael Greene Park, delivering & off-loading trees at a site within the City limits and planting trees as described herein. Notification to plant such trees will be given to the Contractor no later than one (1) week prior to the project completion date. All planting operations shall be completed by the Contractor on the project completion date.

2. **QUALITY ASSURANCE:**

2.1 **Tree Condition:** Contractor is to inspect current condition of trees at the Cooperative Nursery for delivery to project sites. Contractor shall inform the City of any identified exceptions to tree condition prior to loading. Trees accepted by the Contractor for loading become the responsibility of the Contractor from the time of loading through delivery and accepted planting by the City, and/or through the Tree Maintenance period if applicable.

3. **DELIVERY, STORAGE, AND HANDLING:**

3.1 Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Dig, pack, transport, and handle plants with care to ensure protection against injury. . If plants cannot be planted immediately upon delivery, Protect all plants from drying out by properly protect them with soil, wet peat moss, or in a manner acceptable to the City's representative. Temporarily heeled-in plantings shall be watered daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

3.2 Cover plants transported on open vehicles with a protective covering to prevent windburn.

4. **PROJECT CONDITIONS:**

4.1 Work notification: City's representative will notify Contractor at least four (4) working days prior to installation of plant material.

4.2 Contractor is to protect existing utilities, paving, and other facilities from damage caused by landscaping operations. Contractor is to call 1-800-DIG-RITE (1-800-344-7483) and have underground utilities marked prior to digging tree pits.

5. **ACCESSORIES:**

5.1 Mulch: Wood mulch is available at no cost to the Contractor at the Yard Waste Recycling Center located at the intersection of Farm Road 119 & Farm Road 168, on the west side of the Southwest Waste Water Treatment Plant, 3301 South Hwy FF. Contractor shall place mulch as part of installation.

5.2 Water: Water, water tanks, pumps, hoses or other methods of watering furnished by Contractor as part of installation.

5.3 Stake: 6' Metal "T" post

5.4 Guys: A.M. Leonard "Adj-A-Tye" Chain Lock or equal.

6. **EXECUTION**

6.1 **Inspections.** Contractor shall examine conditions of proposed planting areas. Do not start planting work until unsatisfactory conditions such as excessive soil moisture are acceptable to the City's representative.

6.2 **Preparation**

- 6.2.1 Prepare planting holes in accordance with Missouri Department of Conservation standard details found at: <http://mdc4.mdc.mo.gov/Documents/450.pdf>.
- 6.2.2 Time of planting: Do not plant trees when ground is frozen.
- 6.2.3 Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- 6.2.4 The City shall stake all tree locations at least three (3) days prior to planting. If obstructions are encountered while digging or during planting operations, do not proceed until alternate plant locations have been selected and approved by the City's representative.

7. **INSTALLATION:** Initial mulching shall be included at the time of installation. If additional mulching is required, it shall be charged in accordance with the fees listed on the Bid Form.

**NOTE: All work performed as part of this section MUST be paid at prevailing wage.**

- 7.1 Install plants in accordance with per the attached Missouri Department of Conservation standard detail. <http://mdc4.mdc.mo.gov/Documents/450.pdf>.
- 7.2 Set plant materials in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to same direction as grown in nursery (as indicated by paint marking on base of trunk). No filling will be permitted around plants that have settled.
- 7.3 Do not use frozen or muddy mixtures for backfilling.
- 7.4 Remove all coverings, burlap, ropes and ties from around plant. Remove all dead and broken limbs. Remove all tags, ribbons, etc **except for tagging related to project and tree names.**
- 7.5 **Mulching:** Unless otherwise directed by City, install six (6) foot diameter mulch ring at base of tree to three (3) inch depth. Pull mulch back two (2) inches from base of trunk/root flare.
  - 7.5.1 Apply pre-emergent herbicide as per label after installation of mulch.
- 7.6 **Guying and staking:** Stake and guy trees as required by City immediately after planting.
- 7.7 **Pruning:** Prune to remove only dead or damaged branches.

8. **PRELIMINARY MAINTENANCE PRIOR TO ACCEPTANCE:**

- 8.1 Maintain plantings until completion and acceptance of the installation phase of project. NOTE: Maintenance as defined in this section does not apply to Part 2 – Tree Maintenance period.
- 8.2 Maintenance shall include mechanical weed control if necessary. Cultivation that disturbs the roots of the plants should not be incorporated into the maintenance schedule.
  - 8.2.1 Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
  - 8.2.2 Tighten and repair guy ties and stakes as required.

8.2.3 Correct deficient work as they become apparent, or as directed by City's representative, as soon as possible as weather and season permit.

8.2.4 Water plants immediately after planting, and not less than five (5) gallons per trunk caliper inch per week unless rainfall or irrigation has been sufficient. Guard against soil saturation.

8.3 **Care of plantings:** Check soil moisture not less than once per week until accepted. Water trees five (5) gallons per trunk caliper inch per week unless rainfall or irrigation has been sufficient. If irrigation system is present, notify City to request verification of possible needed adjustments. City is to make all such adjustments.

9. **ACCEPTANCE:**

9.1 Inspection to determine acceptance of planted areas will be made by City's representative, upon Contractor's request. Provide notification at least three (3) working days before requested inspection date.

9.2 Acceptance of Plantings occurs when installation phase of project is completed, provided all requirements have been complied with and plant materials are alive and in healthy vigorous condition.

9.3 The contract shall provide the City the following information:

9.3.1 The name and phone number of the Contractor's contact responsible for the maintenance period of the project.

9.3.2 Schedule of maintenance activities in writing.

9.4 Upon acceptance of installation phase of contract, the extended maintenance and warranty portion of the project shall begin.

10. **CLEANUP AND DISPOSAL OF MATERIAL:** Cleanup shall follow immediately after and at the same rate as installation. Cleanup shall not be delayed until entire project is finished and the area left in a neat and presentable condition. The Contractor shall remove from the site all excess materials, soil, debris, and equipment. Contractor shall repair damage resulting from planting operations. The Contractor will be responsible for disposition in accordance with City Ordinances of all excavated and waste materials. Disposition shall be considered to be incidental to this project and no additional payment will be made for these items.

11. **MEASUREMENT AND PAYMENT:**

11.1 Payment will be made for services performed and accepted by the City per the unit prices set forth in the Form of Proposal.

11.2 Staking and Guying: Tree staking and guying will be performed as directed and accepted by the City's representative per the corresponding unit price set forth in the Form of Proposal.

**INVITATION FOR BID #001-2011**  
**SCOPE OF WORK AND SPECIFICATIONS**  
**PART 2 – TREE MAINTENANCE**

1. **GENERAL:** This document establishes the minimum Scope of Work and Specifications for plant maintenance portion of the Work per the Contract. Maintenance projects shall be issued under separate notice to proceed upon acceptance by the City of the “Tree Planting” work. The terms and conditions of the contract shall continue during the maintenance period. The term of the maintenance period shall be for the period specified in the City’s notice to proceed. The Contractor shall begin to provide services outlined under this section with seventy-two hours after receiving notice to proceed from the City
2. **SCOPE OF WORK:** Provide all labor, equipment, fuel, insurance, taxes, and other items necessary to provide tree maintenance service as specified herein.
3. **QUALITY ASSURANCE:** Notification of need for maintenance work by authorized City personnel shall be responded to and corrected within 24 hours of notification by the Contractor. The Contractor must provide either a toll free telephone number or no-charge local phone number at which the Contractor may be reached between 7:00am to 5:00 pm, Monday through Saturday during the contract period.
4. **SCHEDULE:**
  - 4.1 All work shall be accomplished in accordance with the following minimum specifications. The Tree Groups referred to below are as follows:  
  
Group I – Deciduous shade trees  
Group II – Deciduous small early flowering (before June 1)  
Group III – Deciduous small late flowering (after June 1)  
Group IV – Conifers
  - 4.2 **January and February**, weeks 1 through 4; Prune trees, as per the attached Missouri Department of Conservation (MDC) guidelines in Group I, as needed when temperatures are above forty degrees Fahrenheit. Examine Group IV trees for scales and mites, and make note of any presence to the City in the progress report and treat as necessary. Reapply mulch around trees to keep a three-inch depth of cover.
  - 4.3 **March**, weeks 1 through 4: Examine trees for winter damage. Repair damaged areas as necessary. Stake trees, as required, per specifications. As directed by City, replace any trees that have died over the winter. Complete pruning of trees in Group III, as per the attached MDC guidelines.
  - 4.4 **April**, weeks 1 through 4: Complete work from previous month. Remove by hand, or other means approved in advance by City, any weeds from mulched areas around trees.
  - 4.5 **May**, weeks 1 and 2: Prune trees in Group II immediately after flowering is completed, per the attached MDC guidelines. Examine trees for pest insect and disease and make note of any presence to the City in the progress report. Remove by hand, , or other means approved in advance by City, any weeds from mulched areas around trees.

- 4.6 **May**, weeks 3 and 4: Begin watering installed trees as necessary. Continue to complete work from previous two weeks. Prune Group IV trees, if specified, per the attached MDC guidelines.
- 4.7 **June**, weeks 1 through 4: Continue pruning Group III trees, as per the attached MDC guidelines. Remove by hand, or other means approved in advance by City, any weeds from mulched areas. Water trees as necessary.
- 4.8 **July through August**, weeks 1 through 4 and September, weeks 1 and 2: Examine all trees for aphids, scale and mites and treat as necessary. Continue watering as required. Remove by hand, , or other means approved in advance by City, any weeds from mulched areas.
- 4.9 **September**, weeks 3 and 4: Continue watering as specified. Remove by hand, or other means approved in advance by City, any weeds from mulched areas.
- 4.10 **October**, weeks 1 through 4: Beginning in the second growing season, fertilize trees in a band three feet beyond drip line with granular, time-released 12-12-12 analysis at rate of 0.7#/100 sf using hand broadcast method. Examine trees for damage. Repair damaged areas as necessary. Stake trees, as required by City and as specified. Replace any trees that have died over the summer. Continue work from previous month.
- 4.11 **November**, weeks 1 through 4: Reapply mulch around trees as needed to replace or replenish to the required depths. Complete work from previous month.
- 4.12 **December**, weeks 1 through 4: Prune Group I and III trees, as per the attached MDC guidelines.

**NOTES:**

- 1. Mulching - Maximum depth of mulch is to be three (3) inches and spread no closer than three (3) inches to trunk of tree. Reapply mulch a maximum of two (2) times per year as part of contract "Annual Tree Maintenance" unit price. Mulching required by the City in excess of two (2) times per year will apply to contract "Re-mulching" unit price.
- 2. Watering – Water a maximum of ten (10) times per year as part of the contract "Annual Tree Maintenance" unit price. Watering required by the City in excess of ten (10) times per year will apply to contract "Supplemental Watering" unit price. Water shall be applied at the rate of 5 gallons/caliper inch.

**5. MEASUREMENT AND PAYMENT:**

- 5.1 The City will issue a separate work order for each project involving Tree Maintenance. Tree Maintenance performed for a period of less than one year, per the Schedule under this section, shall be paid for based on the unit prices set forth in the Form of Proposal reflecting the number of months remaining until the contract expiration.
- 5.2 The Contractor is to complete and submit to the City, a Tree Maintenance Weekly Progress Report. The City will perform periodic inspections using the Tree Maintenance Weekly Progress Report to determine whether reported work has been performed satisfactorily, which will be used to determine payment of submitted invoices. A sample Tree Maintenance Weekly Progress Report can be found in these bid documents.

- 5.3 The contractor is responsible for immediately notifying the City of any unusual conditions such as mechanical or pest damage that may affect tree condition.
  
- 5.4 The Contractor may submit a pay request for work completed each month. Payment will be made upon completion and submittal of Tree Maintenance Weekly Progress Report for the pay request subject to verification by the City that the work has been accomplished in accordance with the specifications.

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #001-2011**

SUBMITTED BY \_\_\_\_\_  
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

<u>Description of Service</u>	<u>Est. Qty of Trees</u>	<u>Unit Price/ Tree</u>	<u>Extended Price</u>
<b>For tree delivery, tree planting, tree maintenance, and mulching, the City will try to place work orders in groups of 20 or more trees, however, there will be some instances of work orders consisting of fewer trees.</b>			
1. Tree Delivery: Pickup from City Nursery & Deliver, 20 trees or more to project site	20	\$ _____	\$ _____
2. Tree Delivery: Pickup from City Nursery & Deliver, 19 trees or less to project site	1	\$ _____	\$ _____
3. Tree Planting: 20 trees or more	20	\$ _____	\$ _____
4. Tree Planting: 19 trees or less	1	\$ _____	\$ _____
5. Re-Mulching (as needed beyond initial installation and Annual Tree Maintenance)	1	\$ _____	\$ _____
6. Supplemental Watering (as needed beyond initial installation and Annual Tree Maint.)	1	\$ _____	\$ _____
7. Staking & Guying (including labor, staking and guying materials)	100	\$ _____	\$ _____
8. Annual Tree Maintenance:			

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Annual Total
20 or More Trees \$/Tree													
19 or Less Trees \$/Tree													

**ACCEPT VISA P-CARD:** YES \_\_\_\_\_ NO \_\_\_\_\_

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days, Net \_\_\_\_\_ Days Prices firm for \_\_\_\_\_



## Notice and Instructions to Bidders/Vendors

### Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000. In order to comply with sections 285.525 through 285.550, City requires the following bid and contract documents:

- 1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2010**, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
  - a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
  - b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.
- 2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample***

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.  
For All Agreements Providing Services In Excess Of \$5,000.00.**

**Effective January 1, 2009**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,

State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (*Name*)

who is \_\_\_\_\_ (*Title*) of \_\_\_\_\_

(*Name of company*), a (*circle one*) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**Company ID Number: XXXXXX**

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer, Your Company Name**

**John Doe**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**01/01/2009**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Verification**

**Department of Homeland Security - Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**01/01/2009**

\_\_\_\_\_  
Signature

Sample  
Memo of Understanding - MOU  
E-Verify  
Electronic Signature Page



**CITY OF SPRINGFIELD  
STATEMENT OF "NO BID"  
IFB #001-2011**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES  
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #001-2011** FOR **TREE PLANTING AND MAINTENANCE PROGRAM** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN BELOW).

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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