



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #027-2013**

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: September 6, 2012
Buyer's Email: jfinke@springfieldmo.gov
Telephone Number: 417-864-1624
Fax Number: 417-864-1927
DUE DATE: SEPTEMBER 20, 2012

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M., THURSDAY, SEPTEMBER 20, 2012**. 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.

DESCRIPTION

TREE REMOVAL AND STUMP GRINDING

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.

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

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 #027-2013
GENERAL TERMS AND CONDITIONS**

1. **PURPOSE:** This document establishes the minimum Scope of Work and Specifications for cutting or removal of trees and stumps at selected City locations including street right-of-ways, public grounds, or public easements across private property.
2. **BACKGROUND:** For informational purposes only, from 2009-2010 the City removed 61 trees and stumps, in 2010-2011 the City removed 61 trees and 60 stumps and in 2011-2012 the City removed 73 trees and 70 stumps.
3. **GENERAL:** The Contractor shall provide and bind itself to pay for all labor, equipment, fuel, insurance, taxes and other items necessary to provide tree cutting services as specified herein.
4. **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 four (4) additional one-year terms upon written notice to the Contractor.
4. **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.

5. **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.
6. **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.
7. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with any other Contractor.
8. **QUANTITY:** Quantities listed are estimates for bid purposes only; actual quantities may be more or less.

9. **PURCHASING CARD PROGRAM:** The City has implemented a purchasing card program using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders are encouraged to have the ability to accept Visa.

City departments will be encouraged to use purchasing cards to order from this annual contract. In the event the department does not use a purchasing card, a written purchase order will be issued.

10. **LIST OF EQUIPMENT:** The bidder must submit its list of equipment available for use on this contract. The list of equipment shall show a) Manufacturer; b) model; c) size; and d) age of equipment.
11. **SUBCONTRACTORS:** No work may be subcontracted without the written approval of the City.
12. **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 and shall list the City as additional insured. 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:** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$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 Six Hundred Eighteen Thousand Two Hundred Thirty Dollars (\$2,618,230)** for all claims arising out of a single accident or occurrence and **Three Hundred Ninety-Two Thousand Seven Hundred Thirty-Four Dollars (\$392,734)** 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 Six Hundred Eighteen Thousand Two Hundred Thirty Dollars (\$2,618,230)** for all claims arising out of a single accident or occurrence and **Three Hundred Ninety-Two Thousand Seven Hundred Thirty-Four Dollars (\$392,734)** 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.

13. **ACCEPTANCE OR REJECTION OF BIDS:** The City reserves the right to award the contract to the lowest responsible Bidder and/or to reject any or all bids and to waive technicalities. The City reserves the right to make separate awards for each site or each group of sites. The City may hold bids for a period of thirty (30) days.

14. **AWARD:** In making an award, the City will evaluate the bids received considering such factors as listed below as well as other factors which are considered pertinent:

14.1 Price

14.2 Compliance with bid conditions and specifications

14.3 Qualifications of personnel

14.4 Past Performance

14.5 Response time to emergencies

**CITY OF SPRINGFIELD
INVITATION FOR BID #027-2013
SPECIFICATIONS**

1. **MINIMUM SPECIFICATIONS:** All work shall be accomplished in accordance with the American National Standards Institute (ANSI) Z133 Safety Standards and the following minimum specifications:
 - 1.1 The Contractor shall remove the trees and stumps designated by the City. Removal of a tree includes removal of the stump.
 - 1.2 Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract. Divots/low spots created by tree removal shall be filled prior to leaving the job site.
 - 1.3 **Work Productivity:** All crew members shall be working type; that is - trimmer foreman and truck driver/groundsman shall perform productive trimming work functions in addition to their supervisory and operating duties. If, in the opinion of the City, a contractor is not performing satisfactorily or is failing to prosecute the work with such diligence as will insure timely completion, the contract may be terminated.
 - 1.4 **Crew Size:** Crew size shall be situationally determined and will vary by traffic control and work zone requirements. Contractor must use due diligence in determining and placing sufficient crew members as the situation dictates.
 - 1.5 **Stump Removal:**
 - 1.5.1 Prior to removing a stump the Contractor shall contact Missouri One-Call (1-800-344-7483) and other potentially affected utility entities for location of underground utilities. Contractor shall also coordinate stump removal work with adjoining property owners for location of possible irrigation systems and other points of concern.
 - 1.5.2 Stumps, root flares, surface root laterals shall be removed to a minimum depth of six (6) inches below grade. Grade is defined as the elevation of surrounding soil that has not been displaced by the tree including its roots. Where tree planting is planned, stump removal may require removal to a twenty-four (24) inch depth.
 - 1.5.3 Should extra root removal be required, Contractor may contact City representative and, at the City's discretion, allowance may be made for additional compensation. The City representative must approve additional payment in writing.
 - 1.5.4 In the case of removal of a live tree, the Contractor shall chemically treat stumps to prevent re-sprouting from occurring. Warranty: Should sprouts re-occur within twelve (12) months of stump removal, elimination of sprouts and chemical prevention of re-growth shall be performed at the Contractor's expense.
 - 1.5.5 No soil or grass mounds, humps or depressions shall be left upon completion of stump removal.

1.5.6 Stump chips shall be removed from the site upon completion of stump grinding unless authorized otherwise by the City.

1.6 **Topsoil:** Stump holes shall be filled with topsoil at a thickness average to the area topsoil thickness with a minimum of six (6) inches depth. Topsoil shall be fertile, friable, and loamy of uniform quality without admixture of subsoil materials, and shall be free from materials such as hard clods, stiff clay, hardpan, partially disintegrated stone, stone larger than one (1) inch in diameter, and other impurities. Topsoil shall be relatively free from vegetation debris. Topsoil shall be free of noxious weeds and other objectionable, undesirable vegetation that will prevent establishment of suitable turf.

Fill soil to be tamped down and raked smooth to match grade as described in Paragraph 1.5.2 above. Contractor shall anticipate potential settling to reduce potential for future return to the site by crowning the affected area to a minimum depth of two (2) inches surrounding existing grade. In no case shall the final grade be more than six (6) inches above surrounding existing grade.

1.7 **Seeding:**

1.7.1 Perform seeding work during the following time periods: March 1-April 30 and September 1-October 31 as directed by the City. Any trees cut outside these time periods, the contractor shall go back and seed during the next seeding period.

1.7.2 Seeding preparation work shall be performed prior to schedule seeding. Each site shall be raked to loosen the soil and any weeds shall be removed.

1.7.3 Apply seed mixture evenly and thoroughly over area at a rate equivalent to 8.0 lbs. per 1,000 S.F. Seed shall be a 3-way turf type fescue, fresh, clean and new crop seed mixture, tested to a minimum percentage of purity and germination, and be free of *Poa annua*, bent grass, and other noxious weed seed. The area should be top dressed with one inch of clean straw.

1.7.4 The Contractor shall take care not to place seed in areas outside the area disturbed by removal of the stump and seeding preparations.

1.7.5 The City will inspect seeded areas upon notice of completion by Contractor. The Contractor shall provide at least five (5) working days notice before requesting inspection. Seeded areas will be acceptable by the City provided all requirements have been met.

1.7.6 For tree removals taking place outside of the seeding times specified above, stump removal can be completed during the next seeding time, unless otherwise directed by the City.

1.7.7 Submit seed vendor's certification for required grass seed mixture, indicating by weight, percentage of purity, germination, and weed seed for each grass species.

1.7.8 Hydorseeding with an equivalent seed mixture is acceptable.

2. **PUBLIC PROTECTION:** The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws. The Contractor shall erect temporary barriers and other protection necessary to protect persons and property from injury or damages during all stages of work.

The Contractor shall contact Springfield Traffic Department prior to any work which may require full or partial street closure or blockage.

3. **SIGNING AND BARRICADES:**

- 3.1 All traffic control signing and barricades shall conform to the current manual on uniform Traffic Control Devices published by the Federal Highway Administration.
- 3.2 The contractor must notify and receive permission from 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.
- 3.3 Work sites shall be confined to the smallest area possible, so maximum use of the street, sidewalk, and other byway is maintained and hazard to traffic is reduced to a minimum.
- 3.4 Traffic control devices shall be set up prior to the start of tree removal per all local, state, and federal laws and regulations 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. 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.
- 3.5 Where Type III barricades are required they shall be an 8-foot minimum rather than the 2-foot minimum as shown in the manual on Uniform Traffic Control Devices.

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.

- 3.6 No part of a tree during its removal shall be lowered onto any street without having persons stationed to stop traffic from both directions at the time said parts are being lowered unless the street has been barricaded in compliance as stated above.
4. **WORK AREA CLEAN-UP:** The Contractor shall be responsible for the removal and disposal of all pruning debris in accordance with applicable Federal, state, municipal or other governmental requirements and regulations, and in accordance with the City or affected property owner's requests. This shall include but not be limited to the disposal of wood chips and larger pruning debris at an appropriate dump site. If the affected property owner requested it, larger pruning debris shall be cut into firewood and left on the work site for the property owner. Any request made of the Contractor by other parties to leave debris at the work site must be approved in advance by the City.

5. **DEFINITIONS:**

- 5.1 **Tree:** Vegetation having a trunk with a diameter of six inches or more at breast height (4.5 feet above ground)
- 5.2 **Diameter at Breast Height (DBH):** Trunk as measured at a point 4.5 feet above the ground. In the case of trees with multiple trunks, the diameter shall be specified as one half the total diameter measurement of the three largest trunks. All diameters will be rounded up to the nearest inch measurement.
- 5.3 **Removing or Removal:** The complete removal of all vegetation, including all associated debris to a minimum of six inches below grade.
- 5.4 **Hazard Trees:** Trees or branches which could endanger electric lines, persons, personal property or real estate if broken or felled.
- 5.5 **Stump Grinding:** Removal of stump to a minimum of six inches below grade.

6. **EXISTING BUILDINGS AND GROUNDS:** Contractor shall protect existing buildings, walks, drives, hardscapes, utilities, lawn, landscape, and trees from damage. Damage shall be charged to the Contractor at replacement cost except in the case of damage to existing trees, which shall be valued based on the International Society of Arboriculture and Council of Tree and Landscape Appraiser's Guide for plant appraisal.

7. **SUPERINTENDENT:** The Contractor shall be required to have a superintendent or a responsible foreman of the project in attendance when work is in progress.

8. **SAFETY REQUIREMENTS:**

8.1 **Safety Requirements (OSHA):** All Contractors (including Subcontractors) shall follow the requirements set forth by the current Occupational Safety and Health Act. All Contractors shall equip their workers with that protective gear and any equipment protective devices as set forth by this law. All Contractors shall be responsible to see that their workers use these measures and the Contractor shall make daily checks to see that this law is being followed. Any fines imposed by the Occupational Safety and Health Commission due to failure of a Contractor to follow the law will be paid by the Contractor involved.

8.2 **General Safety and Protection:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- 8.2.1 All employees on the Work and other persons, who may be affected thereby,
- 8.2.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site and
- 8.2.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement of property in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. Contractor shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the City has notified Contractor that the Work is acceptable.

9. **EMERGENCIES:** In emergencies affecting the safety of persons or the work of property at the site or adjacent thereto, Contractor, without special instructions or authorization from the City is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. Contractor shall give the City prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim.
10. **PROPERTY DAMAGE:** The Contractor shall be responsible for any injury or damage to property or persons which may be caused by his tree removal work. This shall include, but not be limited to, marring or rutting the land with his equipment and/or damage to existing fences, buildings, or driveways, hardscape, lawns and other trees. Divots/low spots created by tree removal shall be filled prior to leaving the job site.
11. **ORDER OF COMPLETION:** Where possible and unless otherwise specified by authorized City personnel, contractor is to complete the tree removal in order listed.
12. **PERMISSION FOR TRIMMING/CUTTING:** It is anticipated that all work will be performed on City property. In the event that work may be required on private property, the Contractor shall obtain the necessary consent or permission from the owner or owners, agent or individuals, or Board having authority thereover of each tree, bush, or hedge intended to be trimmed or removed. All expenses in the securing of said permission or consent shall be paid by the Contractor except where said permission is obtained by the City.
13. **COMPLAINTS:** All complaints received from property owners of any nature whatsoever shall be immediately reported to the City but shall be the responsibility of the Contractor to resolve, without cost to the City.
14. **OWNER'S RIGHT TO WORK:** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract in a timely manner, the City, after twenty-four (24) hour written notice to the Contractor, may, without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
15. **PROJECT MEETINGS:** The following project meetings shall be scheduled and attended as specified. Additional meetings may be required by the City as necessary to coordinate and discuss matters relating to the work.
 - 15.1 **Pre-work Conference:** As scheduled by the City. Attendance by the City and the Contractor.
 - 15.2 **Progress Meetings:** Scheduled by the City. Attendance by the City and the Contractor. The minimum agenda shall include: (1) review of work in progress; (2) field observations; problems and decisions; (3) identification of problems which impede planned progress; (4) maintenance of progress schedule; (5)

corrective measures to regain planned schedules; (6) maintenance of quality and work standards; and (7) any other business relating to work.

16. **INSPECTION/ACCEPTANCE:** The Contractor shall submit a progress reports to the City on Friday mornings (See Attachment #2). The City will verify and inspect all sites by the following Friday.
17. **AT THE CITY'S DISCRETION:** Extra time may be allowed past the completion time stated in Contractor's bid for inclement weather conditions or other causes beyond the control of the Contractor, however, extensions are to be approved in writing by City representative.
18. **EQUIPMENT INSPECTION:** The City reserves the right to inspect the Bidder's place of business and equipment prior to award and at any time during the term of the contract.
19. **STAFF QUALIFICATIONS:** The City prefers that the Contractor have an International Society of Arboriculture Certified Arborist on staff.
20. **MOBILIZATION:** The contract shall specify on the Bid Proposal (pricing) their mobilization times for both emergency during business hours and outside normal business hours. The prices bid shall include any mobilization during the contractor's normal business hours. An up charge may be charged only for mobilizations after the contractor's normal business hours.

INVITATION FOR BID #027-2013
SUBMITTALS
TREE REMOVAL & STUMP GRINDING

1. **QUALIFICATIONS OF BIDDERS:** The competence and responsibility of Bidders will be considered in making the award.

The Bidder must submit the following with their bid:

- 1.1 Data in regard to their qualifications as a Contractor including experience, and financial status.
 - 1.2 A list of projects it has successfully completed in the past five (5) years that is comparable to this contract; include names and telephone numbers of persons to contact.
 - 1.3 A specific list of equipment available for use under this contract including vehicles such as aerial lift trucks (specify reach capacity), chip body trucks, etc. including chippers, stump grinders, etc. Include a copy of current dielectric certification of all applicable aerial lift trucks.
 - 1.4 A list of individuals who will be involved in the execution of this contract and their general qualifications including years of related experience and notations of any of the following licenses and certifications
 - * International Society of Arboriculture Certified Arborist
 - * Certified Utility Specialist
 - * Electrical Hazard Awareness Program
 - * Missouri Department of Agriculture Pesticide Applicators License
 - * Missouri Department of Revenue Commercial Drivers License (CDL)
 - * Other applicable licenses, certifications, training, etc.
2. Supply seed vendor's certification for required grass seed mixture, indicating by weight, percentages of purity, germination, and weed seed for each grass species.

CITY OF SPRINGFIELD
INVITATION FOR BID #027-2013
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. **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.
3. **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.
4. **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.
5. **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.
6. **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.

7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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.
20. **CONFLICTS:**
 - 20.1 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.
 - 20.2 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.
21. **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.
22. **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.
23. **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
BID FORM – PROPOSAL
IFB #027-2013**

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.

BASE BID: TREE REMOVAL INCLUDING STUMP GRINDING AS SPECIFIED HEREIN:

- 1. Class A Under six (6") inches DBH \$_____ Each
- 2. Class B Six (6") to twelve (12") DBH \$_____ Each
- 3. Class C Thirteen (13") to eighteen (18") DBH \$_____ Each
- 4. Class D Nineteen (19") to twenty-four (24") DBH \$_____ Each
- 5. Class E Twenty-five (25") to thirty (30") DBH \$_____ Each
- 6. Class F Thirty-one (31") to thirty-six (36") DBH \$_____ Each
- 7. Class G Thirty-seven (37") to forty-two (42") DBH \$_____ Each
- 8. Class H Forty-three (43") to forty-eight (48") DBH \$_____ Each
- 9. Class I Forty-nine (49)" to fifty-four (54") DBH \$_____ Each
- 10. Class J Fifty-five (55") to sixty (60") DBH \$_____ Each
- 11. Class K Sixty-one (61") to sixty-six (66") DBH \$_____ Each
- 12. Class L Sixty-seven (67)" to seventy-two (72") DBH \$_____ Each
- 13. Class M Over seventy-two (72"+) DBH \$_____ Each

SEEDING, AS SPECIFIED HEREIN:

- 14. Seeding \$_____ Each

BASE BID FOR STUMP GRINDING (ONLY) AS SPECIFIED HEREIN:

- 15. All stumps, at 6" depth \$_____ per 1" Diameter

OTHER CHARGES:

- 16. Mobilization Fee Other Than Normal Business Hours: \$_____ Total

Specify normal business hours: _____

Specify response time to emergencies during normal business hours: _____

Specify response time to emergencies outside normal business hours: _____

ACCEPT VISA P-CARD: YES ____ NO ____ Prompt Payment Discount _____% _____ Days, Net ____ Days

AFFIDAVIT OF COMPLIANCE
IFB #027-2013

To be submitted with Vendor's Bid

_____ We DO NOT take exception to the IFB Documents/Requirements.
 _____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

Company Name _____

By _____
Authorized Person's Signature

Print or type name and title of signer

Company Address _____

Telephone Number _____

Fax Number _____

Date _____

ADDENDA

Bidder acknowledges receipt of the following addendum:

- Addendum No. ____
- Addendum No. ____
- Addendum No. ____
- Addendum No. ____
- Addendum No. ____
- Email _____
- Federal Tax ID No. _____

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #027-2013**

**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 #027-2013** FOR **TREE REMOVAL AND STUMP GRINDING** 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: _____

**CITY OF SPRINGFIELD
 INVITATION FOR BID #027-2013
 ATTACHMENT #1 - CITY OF SPRINGFIELD TREE REMOVALS: 2012/13**

These are a representation of the trees that need to be removed and are being provided as an example. The trees are clearly marked with Orange Dot.

<u>Address:</u>	<u>Size:</u>	<u>Comments:</u>
1645 S Golden	40" Oak	
1645 S Golden	32" Hackberry	
1645 S Golden	18" Sassafras	
1645 S Golden	19" Hickory	
1645 S Golden	34" Oak	
2613 N Summit	15" Maple	
3366 S Horseshoe	18" Elm	(Across from address shown)
3340 S Horseshoe	30" Elm	(Across from address shown)
1319 N Washington	19" Sweet gum	
747 S Grandview	26" Silver Maple	
1815 E Monroe	18" Maple	
1909 E Cherry	21" Oak	
2545 E Cherry	32" Elm	
750 S Weller	25" Maple	
500 E Bennett	38" Silver Maple	(Roanoke Side)
1416 N Beverly	27" Elm	(Lynn Side)
1442 S Oak Grove	22" Pine	(Verona Side)
1442 S Oak Grove	19" Pine	(Verona Side)
1442 S Oak Grove	19" Pine	(Verona Side)
1980 S Luster	22" Maple	(Langston Side)
1111 S Belcrest	45" Silver Maple	(Vacant Lot)
1304 S Utah	33" Mulberry	(Utah & Meadowmere)
1864 E Elm	20" Maple	

**CITY OF SPRINGFIELD
 INVITATION FOR BID #027-2013
 ATTACHMENT #2 – PROGRESS REPORT**

Tree/Stump Removal Contract Progress Report: Project #: _____

TO: Jeff Covert, Forestry Team Leader of Public Grounds
 Fax: 864-1013 Phone: 299-3304 Email: jcovert@springfieldmo.gov

Progress Report for the week of _____.

The following tree/stump removals are scheduled for completion this week:

Item:	Tree ID:	Address:	Site:	Tree Description:	Inches:
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

The following tree/stump removals were completed:

Item:	Tree ID:	Address:	Site:	Tree Description:	Inches:
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

Comments: _____
 I attest that the information included in this document is accurate, and that I am a valid agent of _____,
 as registered proprietorship/corporation with the State of Missouri.

 Signature Date

 Name (Printed) Title