

City of Fairfield Bid

City of Fairfield Hazard Tree Removal and Trimming

Contract Documents and Specifications

Fairfield

Fairfield, Iowa

July 1, 2019

May 20, 2019

CITY OF FAIRFIELD
INVITATION TO BID
BID #2019
CITY OF FAIRFIELD HAZARD TREE REMOVAL AND TRIMMING

Sealed bids for **City of Fairfield Hazard Tree Removal and Trimming** for the CITY OF FAIRFIELD will be received by the City Clerk's Office, 118 South Main St Fairfield, Iowa 52556, **until June 20, 2019, by 11:00 a.m.** at which time they will be publicly opened and read.

This cover letter, specifications, bid information and proposal form will comprise the total bid invitation package and should be read carefully. Each bidder should respond to all information requested on the proposal form. Each proposal must be signed and notarized. If the document is not submitted as requested, it may be such that we cannot classify the offer as a legitimate bid. Copies of all bid documents are available at the Office of the City Clerk, 118 South Main St, Fairfield, Iowa 52556 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. One set of bid documents per bidder may be obtained free of charge from the City of Fairfield. Bid Documents will also be available for free download from the city's website at www.cityoffairfieldiowa.com.

Bid proposals will be maintained on public record at the office of the City Clerk.

The City of Fairfield reserves the right to reject any and/or all bids and to waive all formalities in awarding this bid. If you have any questions concerning any part of this bid invitation, please contact Darrel Bisgard, at City of Fairfield via email at dbisgard@fairfieldiowa.gov.

Sincerely,

Rebekah Loper
Fairfield City Clerk
Attachments

City of Fairfield Bid Proposal Instructions

BID # 2019 – City of Fairfield Hazard Tree Removal and Trimming

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE. THIS DOCUMENT AND ITS ATTACHMENTS WILL BECOME YOUR CONTRACT WITH THE CITY OF FAIRFIELD IF YOU ARE THE SUCCESSFUL BIDDER.

I. GENERAL INFORMATION

1. This bid contract consists of the attached letter, instructions, specifications, and request for bid forms. All bidders must use our form for submitting their bid. All bid responses must be typed or written in ink. No faxed responses will be accepted.
2. All bids must be sealed and marked “**BID FOR CITY OF FAIRFIELD HAZARD TREE REMOVAL AND TRIMMING**” with bid number **2019**, opening time, and date.
3. Late bids will not be opened.
4. Bids will not include state sales tax or federal excise tax.
5. Bids must include all specified Contractor Qualifications.
6. Records showing successful bidder and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
7. The City of Fairfield may not purchase on the basis of the low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsible bidder.
8. Summary of Work: The work included consists of furnishing all labor, materials, equipment, and services necessary for trimming and for partial and complete removal of hazardous trees, trees in conflict with public infrastructure and /or trees in conflict with public safety and/or tree inspection. **The trees to be taken down will have a white X on them.** The contractor will, when needed, make available a bucket truck and a worker to do some miscellaneous things such as but not limited to changing light bulbs on poles.
9. Terms of Bid: Bids shall be submitted on proposal forms furnished in this specification or copies thereof. Proposal form is to be completed in its entirety.
10. Familiarization with Project: A lack of understanding of these documents or the conditions of the site may not be claimed as a basis for relief from any of the obligations of the contract.
11. The owner will normally work 7:00 AM – 3:30 PM Monday thru Friday with a half hour lunch.

12. Contractors will be required, to the best of their ability, be available to respond to emergencies within two hours of being contacted.

II. **DISQUALIFICATION OF BIDS**

Bids may be disqualified before the awarding of the contract for any of the following:

- A. Failure to include all requested information or other details of the bid.
- B. Failure to sign or notarize the bid document.
- C. Failure to mark envelope as required. (See general Information I-B).
- D. Excessive errors in calculating prices or totals.
- E. Failure to include and sign bid bond, of applicable.
- F. **Failure to submit contractor Qualifications and/or required licenses and permits with bid response.**

III. **METHOD OF AWARD**

1. The award will be made to the lowest responsible bidder meeting maintenance specifications. That bidder will then be responsible for furnishing all information and services requested by the City of Fairfield.
2. In the event the low bidder refuses to accept the entire requirements without deviation, his bid will then be considered non-respondent. After refusal by the first bidder, the bid may be awarded to the next lowest responsible bidder.
3. Failure to perform as specified and in accordance with the bid submitted, will constitute sufficient grounds for cancellation of the Contract at the option of the City of Fairfield and forfeiture of performance bond, if applicable.
4. The City of Fairfield may award the bid in any manner that is in its own best interest.

IV. **CONTRACT PERIOD**

This contract term is for one (1) year. At the end of said term, the Owner may wish to amend with the Contractor, an extension of this Agreement for an additional two (2) years, renewed annually. At the beginning of each contract year two or three, the unit prices of

the Contract may be amended to reflect any change (whether increase or decrease) in the United States Department of Labor, Bureau of Labor Statistics, the Consumer Price Index for all Urban Consumers – Midwest Region.

V. **QUANTITY AND QUALITY**

- A. It is the City of Fairfield’s intent to contract Hazard Tree Removals as specified for one year at the time of bid award.
- B. The City shall make no guarantees as to a minimum or maximum level and/or quantity of work provided.
- C. The City will try to maximize the best use of the contractor’s time so as to get a day’s worth of work before calling for a job.

VI. **COMPLIANCE**

- A. Exceptions to specifications should be listed on a separate page entitled
“EXCEPTIONS TO SPECIFICATIONS”
- B. ALL VENDORS MUST USE THE ATTACHED BID DOCUMENT.

VII. **CONDITIONS**

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose of these requirements, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Fairfield.

VIII. **INSURANCE**

- A. **A sample of the certificate of insurance as per the following requirements must be included with the bid response.**
- B. **CONTRACTOR RESPONSIBILITIES**
 - 1. The Contractor shall not perform any work related to the project until he obtains, at his own expense, all necessary insurance; and the Contractor shall not conduct any operations on the project or associated with the project whether such operations be by themselves, or by anyone for whose acts may be liable, unless such operations are covered by the specified insurance. The insurance coverage shall be maintained throughout the full period of the Contract. Any insurance pertaining to adequacy of performance shall be in full force and effect after completion of the project for the full guarantee period.

2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner.
3. Nothing contained in these insurance requirements is to be construed as limiting the Contractor's responsibility for any and all damages resulting from his operations under this Contract.

C. REQUIREMENTS

1. GENERAL RESPONSIBILITY. The Contractor shall be responsible to the Owner from the time of the signing of the Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly employees by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.
2. INSURANCE PROVIDERS. Each of the insurance coverages requires below shall be issued by an in by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the state of Iowa for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and financial size rating of class V or larger.
3. NOTIFICATION ENDORSEMENT. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until **thirty** days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project name in said notice.
4. INSURANCE CERTIFICATES. The Contractor shall procure the insurance coverages identified below, or as otherwise required in the contract documents, at the contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificates(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificates(s) must be delivered with the Contract and Bonds for final approval and execution of the Contract. Copies of the insurance certificates and attachments should also be sent to:

- a. the Project Manager (architect or engineer)
- b. City Administrator, City of Fairfield, 118 South Main St, Fairfield, IA 52556;
e-mail: cityadmin@fairfieldiowa.gov

The insurance certificate must provide the following:

- a. Name and address of authorized agent of the insurance company
 - b. Name and address of insured
 - c. Name of insurance company or companies
 - d. Description of policies
 - e. Policy Number(s)
 - f. Limits of liability
 - g. Name and address of Owner as certificate holder
 - h. Project Name and Number, if any
 - i. Signature of authorized agent of the insurance company
 - j. Signature of authorized agent of the insurance company
 - k. Telephone number of authorized agent of the insurance company
 - l. Mandatory thirty day notice of cancellation / non-renewal / change
 - m. Special attachments or endorsements to meet the requirements of the insurance coverages specified should be attached.
5. DEDUCTIBLES AND SELF-INSURED RETENTIONS. The Contractor will be responsible for deductibles and self-insured retentions for claims made under its policies.
6. ADDITIONAL INSURED and CONTRACTOR'S INSURANCE AS PRIMARY. The Contractor's insurance policies shall name the City of Fairfield, and its agents elected officials, boards, and employees, as Additional Insureds; state that this coverage shall be primary insurance for Additional Insureds and shall be Non-Contributory with regard to any insurance carried by the Owner and shall contain no exclusions of the Additional Insured(s) relative to job related injuries or illness.
7. COMBINATION OF COVERAGES.
Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line.

D. INSURANCE COVERAGES

The Contractor shall possess the types of insurance coverage with liability limits not less than as follows:

1. WORKERS' COMPENSATION and EMPLOYER' LIABILITY INSURANCE.

1. Worker' Compensation coverage shall be provided in accordance with the statutory coverage required in Iowa. A group insurer must submit a certificate of authority from the Iowa Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Iowa Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.
 2. Employer's Liability Insurance limits shall be at least:
 - i. Each accident - \$1,000,000
 - ii. Disease – each employee \$1,000,000
 - iii. Disease – policy limit \$1,000,000
- c) No Proprietor/ Partner/Executive Officer/ Member of the Contractor shall be excluded.
- d) The Contractor's worker's compensation policy shall contain a waiver of Subrogation Clause in favor of the Owner.

2. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance shall be written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent. The Commercial General Liability Insurance shall provide at minimum the following:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate with dedicated limits per project
 - Additional insured endorsement
 - Blanket contractual liability
 - Blasting and explosion, collapse of structure and underground damage (XCU) shall not be excluded
 - Bodily Injury and broad form property damage arising from premises operation liability
 - Contractor's Liability
 - Personal Injury liability
 - Products & Completed Operations Liability, maintained for at least two years after completion of project
 - Punitive damages shall not be excluded
 - Severability of interests

3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

1. Commercial Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any **owned, non-owned or hired** automobile. The Commercial Automobile Liability Policy shall provide not less than \$1,000,000 Combined Single Limit for each occurrence.

4. COMMERCIAL UMBRELLA OR EXCESS LIABILITY INSURANCE.

1. Commercial Umbrella or Excess Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Automobile Liability and the Employer's Liability coverage of Workers' Compensation.

2. Excess/Umbrella Limits of:
 - i. \$4,000,000 per Occurrence
 - ii. \$4,000,000 per Aggregate
 - iii. The policy must be on an "occurrence" basis.

5. BUILDER'S RISK INSURANCE:

1. The contractor shall effect and maintain builder's "all risk" insurance upon the entire structure on which the Work of this Contract is to be done and upon all materials, in or adjacent thereto, and intended for use thereon, to the full insurable value thereof. Insurable portions of the Work shall be included on a completed Work, value of Work in progress, and value of stored materials. Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief shall be named in the policy, and other perils associated with the particular nature and character of the Work. The policy verbiage shall permit partial or beneficial occupancy or use of the Work prior to completion of acceptance of the entire Work. The loss, if any, is to be made adjustable with and payable to the Owner, as trustee for whom it may concern. Policy may be blanket type but with not more than \$5,000 deductible clause.
2. Substitution of Builder's Risk Insurance for Projects Involving the Public Safety Center, Fairfield Public Library, and Fairfield Recreation Center.
 - i. Due to the significant value of the existing structure, if Builder's Risk coverage is not provided on the entire facility, an Installation Floater in the amount of the value of the work to be performed PLUS written confirmation by Contractor's Insurance Agent verifying that Contractor's General Liability Insurance will provide coverage for any damage to the existing structure caused by the Contractor, may be substituted.

6. SUBCONTRACTOR'S INSURANCE

1. WORKER'S COMPENSTION and EMPLOYER'S LIABLITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages or to be covered by the Contractor's Worker's Compensation and Employer's Liability Insurance while performing Work under the Contract.
2. LIABILITY INSURANCE.

The Contractor shall cover their subcontractor's liabilities using their own judgment to either cover these liabilities as their own or require their Subcontractor to obtain and maintain coverage. However the Contractor chooses to cover the Subcontractor liability, such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

7. TERMINATION of OBIGATION to INSURE:

Unless otherwise expressly provided in the contract documents, the obligation to carry insurance coverages shall remain in effect after the Date(s) of substantial Completion until such time as all Work required by the contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to preform warranty or maintenance work pursuant to the terms of the Contract Documents.

8. WAIVERS of SUBROGATION:

The Contractor waives all subrogation rights against the Owner for all claims or actions covered by the Contractor's insurance.

The categories of insurance that the Contractor shall be required obtain and maintain for the full length of the Contract are as follows:

Commercial General Liability:

\$1,000,000 each occurrence; \$2,000,000 aggregate (including XCU coverage)

Commercial Automobile Liability Insurance:

\$1,000,000 each occurrence; \$2,000,000 aggregate (including XCU coverage)

Worker's Compensation and Employer's Liability Insurance:

Shall be in strict accordance with the requirements of the applicable Worker's Compensation Laws of the state of Iowa. The insurance shall cover all the Contractor's employees, employees or associated with the project; and where any part of the work is subcontracted, the Contractor shall require the subcontractor to provide similar Worker's Compensation and Employer's Liability Insurance for all employees of the subcontractor, unless such employees are covered by the protection provided by the Contractor. Should any employee engaged in hazardous work under this Contract not be protected under the worker's Compensation Statute, the Contractor shall provide, and shall require all applicable subcontractors to provide, adequate coverage for the protection of all employees on the project not otherwise protected under applicable provisions of the Statutes relating to Worker's Compensation and Employer's Liability Insurance. Required limits of coverage are as follows:

**Worker's Compensation Statutory
Employer's Liability:**

\$1,000,000 each accident
\$1,000,000 disease policy limit, and
\$1,000,000 disease each employee

Umbrella Insurance:

\$2,000,000 over Commercial Liability, Auto Liability and Coverage "B" of Worker's Compensation

The Owner as Insured:

The Owner shall also be an additional insured in all insurance policies provided by the Contractor for the protection of the Contractor and all subcontractors.

Indemnification:

The Contractor agrees to indemnify, defend and hold harmless the City of Fairfield, Iowa, and its officers, agents, employees, and boards, against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the Contractor, and Contractor's officers, agents and employees, in performance of this contract.

Waiver of Subrogation:

The Contractor waives all subrogation rights against the Owner/City for all claims or actions covered by the Contractor's Commercial General Liability coverage, Automobile coverage, and Worker's Compensation coverage.

IX. CITY OF FAIRFIELD GENERAL CONDITIONS

- A. This contract is for a period of one (1) year from date of award. The City has the option to extend the contract for two (2) additional years, renewed annually, upon mutual agreement of both parties. Any renewal of this Agreement shall be by written agreement of the parties and on the terms and conditions mutually agreed upon in said written agreement. In no case shall an increase exceed Consumer Price Index (CPI) for the Midwest Region during the preceding 12 month period as published monthly by the Bureau of Labor Statistics.
- B. Successful bidders shall obtain, if applicable, City of Fairfield and all necessary licenses and/or permits required by local and state law prior to issuance of purchase order for said items/services.
- C. Safety Signs, Lights and Barricades: These will be provided by the owner. The Contractor is solely responsible for adhering to the safety requirements as described by OSHA of all persons concerned with or affected by his work.

- D. By signing the Request for Bid Form, the bidder certifies that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition with this proposal submitted to the City of Fairfield. The bidder also agrees to meet all the Conditions and Specifications set forth above.
- E. The owner will help, when available, clean up the area, haul away the brush, the trunk and the grindings left over from the stump.

X. Scope of Work

1. During the course of the contract, Contractor shall trim and conduct partial and complete removals of hazardous trees, trees in conflict with public infrastructure and/or trees in conflict with public safety as determined by the street superintendent or designee.
2. Definitions:
 - A. Hourly rate: Seven or less consecutive hours of work
 - B. Daily rate: More than 7 consecutive hours of work per individual job
 - C. Quantities: The City shall make no guarantees as to a minimum or maximum level and/or quantity of work provided.
 - D. Emergency: Unscheduled work done outside of the normal 8-5 Monday – Friday.
3. All activities performed under this contract shall conform to the most current published ANSI (American National Standards Institute) Z133.1 standards for safe arboricultural operations as well as ANSI A300 pruning standards.
4. Crane operations, when deemed appropriate or necessary, shall be conducted only by a crane operator that is licensed and/or trained per OSHA standards.
5. Contractor shall be based and/or operate daily, in and around the Jefferson County.
6. During removal operations, Contractor shall take every precaution to avoid residual damage to surrounding property, automobiles and motorists, utilities, infrastructure, pedestrians and plant material. If damage occurs due to contractor negligence, inability or error, repair and/or replacement of all damaged material and/or all other associated costs will be the sole responsibility of the Contractor.

7. Vehicles and equipment used to perform removal work will, to the extent feasible, be positioned on paved or gravel surfaces. Every effort will be made to minimize the damage to the surrounding area.
8. A live tree of suitable structure and condition (as determined by the City) shall not be removed, improperly pruned or spiked in order to gain access to a tree slated for removal unless authorized by the street superintendent or designee.
9. Traffic control, when necessary, will be done by the owner.
10. Owner reserves the right to call in another contractor, if deemed necessary, to complete the job.

End of Scope of Work

CITY OF FAIRFIELD BID #2019 – HAZARD TREE REMOVAL AND TRIMMING

REQUEST FOR BID FORM

BID COMPANY _____

ADDRESS _____

TELEPHONE # _____

CONTACT PERSON _____

WEB ADDRESS _____

EMAIL ADDRESS _____

OFFICIAL BIDDER NAME: (please print) _____

OFFICIAL BIDDER SIGNATURE _____

DESCRIPTION OF SERVICE	PRICE PER HOUR	PRICE PER DAY
Per Worker		
Emergency		
Bucket Truck (Min. 50' reach)		

***NOTE: Please provide the following information based upon price per inch in diameter and measured at ground level.**

STUMP GRINDING	4" – 12" TREE	12: - 24" TREE	OVER 24" TREE

NOTARY _____

DATE _____

Proof of certifications (from page 8 attached): YES ____ NO ____

Sample Certificate of Insurance attached: YES ____ NO ____

(THIS PAGE MUST BE INCLUDED WITH BID RESPONSE)

**CITY OF FAIRFIELD BID # 2019
HAZARD TREE REMOVAL AND TRIMMING**

Contractor Qualifications

- A. Contractor has a minimum level of understanding of the most current published ANSI Z133.1 standards for safe arboricultural operations
- B. Contractor has a sufficient number of employees, appropriate equipment and adequate financial resources to solely and efficiently complete all specified tasks within the specified timeframes.
- C. City recommends that the contractor and all employees have all necessary training and proper PPE according to OSHA regulations.
- D. Contractor shall be trained and equipped to work around any hazards that may come up to do the job such as electrical, water, objects in the way or anything else.
- E. Contractor shall cut up the tree small enough so that the City can handle it with their equipment.

NOTE: Failure to submit required qualifications may be grounds for bid disqualification.

Bid Company: _____

Authorized Signature: _____ Date: _____

(THIS PAGE MUST BE INCLUDED WITH BID RESPONSE)

CONTRACTOR REFERENCES (REQUIRED):

A. List five (5) government agencies, companies, property owners or managers where similar work has been performed within the last five year. Include dates, contact name and number.

Dates of Service In Calendar Years		List five (5) government agencies, companies, property owners or managers where similar work has been performed with the last 5 years	Contact Name	Contact Phone
From	To			

Bid Company: _____

Authorized Signature: _____ Date: _____