

NOTICE

PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

This document contains information on insurance and bonding requirements, as well as bid information.

Minimum insurance requirements, Performance NAD Labor and Material Payment bonds are required to be executed the final contract for this project.

Please verify with your insurance and bonding providers, prior to submitting a bid for this project, that your company will be able to fulfill these requirements, should you be offered a contract.

Inability to fulfill and submit any or all of the above requirements, may result in the withdrawal of the City's contract officer and forfeiture of you bid bond.

Thank you.

NOTICE TO BIDDERS

Sealed bids will be received by the City Clerk of the City of Centralia, Missouri, at 114 S. Rollins St., Centralia, Missouri 65240 until: **10:00 a.m., CDT, September 12, 2018** for furnishing all labor, material, and equipment necessary to complete the following work; TREE TRIMMING/BRUSH AND TREE REMOVAL SERVICES FOR THE CITY OF CENTRALIA, MISSOURI. **PLEASE CONTACT MIKE FORSEE TO THE SPECIFIC LOCATIONS AND SCOPE OF WORK TO BE COMPLETED.**

At said time and place, and prompted thereafter, all bids that have been duly received will be publicly opened and read aloud. Bids received after the above specified time for opening will be returned to the sender unopened.

Bid Documents, if need, are available at the office of the Director of Public Works and Public Utilities, 114 S. Rollins St. Centralia, MO 65240.

Each Bidder shall submit with their bid a certified check made payable to the City of Centralia, or a bid bond issued by a surety company authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A. M. Best or equivalent rating guide, the amount of which shall be not less than fifty thousand dollars (\$50,000.00) which represent approximately five (5%) of the annual contract value, and which shall guaranteed good faith on the part of the Bidder, and the entering into Contract within fifteen (15) days at the price bid, if accepted by the City.

The City reserves the right to select the bid item or items which best suits its needs, where the price is the lowest or not, and also reserves the right to reject all bids or waive informalities.

CITY OF CENTRALIA, MISSOURI

Mike Forsee
Director of Public Works and Public Utilities
573-682-2139
Mforsee@centraliamo.org

BID RESPONSE

To: City Clerk, City of Centralia, Missouri

Subject: Tree Trimming/Brush & Tree Removal Services for the City of Centralia, Missouri

To Whom it May Concern:

THE UNDERSIGNED BIDDER, having examined the specification, general specifications and other proposed contract documents, and all addenda thereto; and being acquainted with and full understanding (a) the extend and character of the work covered by this quotation; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision, and to install, erect, equip and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specification, and other documents referred to herein (as altered, amended, or modified by all addenda thereto) for an in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Taxes are not to be included in this pricing.**

Section I

Quoted rates for classifications listed below, to include all labor, supervision, materials, cartage, equipment, and tools necessary to trim and/or remove trees interfering with the city’s electrical lines, to cut brush undergrowth on City’s rights-of-way, and to dispose of the debris resulting from such work in accordance with the specifications enclosed, and to accept in full compensation therefor, the following prices for each employee and each piece of equipment utilized.

LABOR

CLASSIFICATION

HOURLY RATE

REGULAR

OVERTIME

General Foreman

Pre-Notifier

Crew Foreman

Journeyman Tree Trimmer

Apprentice, 1st 6 months

Apprentice, 2nd 6 months

Apprentice, 3rd 6 months

Apprentice, 4th 6 months

Laborer (Groundman)

EQUIPMENT

(Bidder to include in id response a complete descriptive list of all equipment to be used. Refer to Detailed Specifications, pages — & —)

Description

RATE PER HOUR

Pickup Truck _____

2-ton Line Clearance Truck w/Dump Bed _____

2-ton Bucket with 70' Lift w. Dump Bed _____

2-ton Bucket Truck with Hydraulic Lift,
Dump Bed, and Power Tools _____

12" Trailer Chipper (Drum) _____

12" Trailer Chipper (Disc) _____

Power Chain Saw _____

Church, Model 10-10 Brush cutter, or equal
Indicate Mfr/Model Quoted: _____

Other:

List equipment here:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The normal work week for which payment shall be made at the Regular Time rate shall be 5 Days, 8 hours per day, 40 hours per week. Additional work will be done only as authorized by the City.

Section II

Bidder shall submit in a separate attachment such documentation which details the names, qualification, and experience of the proposed foremen, journeymen, and other personnel assigned to this contract.

Section III

In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and the quotation is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges that he/she has received a complete set of Contract Documents and receipt of the following Addenda:

<u>Addendum No. And Date</u>	<u>Addendum No. and Date</u>
_____	_____
_____	_____
_____	_____

In submitting this bid it is understood that the right is reserved by the City, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

If awarded the contract for construction, the undersigned proposes to use the following subcontractors:

THESE MUST BE FILLED IN

<u>Work Subcontracted</u>	<u>Subcontractor</u> <u>DBE (Y/N)(Certified by MoDOT)</u>
_____	_____
_____	_____
_____	_____

Section IV

The undersigned agrees and understands that the City has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

GUARANTEE OF GOOD FAITH: If this proposal is rejected or if it is accepted and the undersigned shall enter into Contract and furnish necessary bids, the check which has been deposited with this bid shall be returned. However, if the undersigned should refuse to enter into contact and furnish the necessary bonds within fifteen (15) days after notification of acceptance, then the check shall be forfeited to the purchasers as liquidated damages.

SIGNATURE: Firm_____

Individual_____

Title_____

Address_____

Phone_____

Date_____

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data on the conditions under which the new installation will be constructed, scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications – Pages:

All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the proposal submitted. Bidders shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have full informed himself because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

SALES TAX EXEMPTION: Bidders are hereby instructed to submit bids **not including sales tax** according to the provision of Section 144.062 RsMO. The successful Contractor will receive a Project Exemption Certificate and a Missouri Tax Exemption Letter from the City of Centralia to use in purchasing materials on a tax free basis. It will be the Contractor's responsibility to provide the documentation to any subcontractors. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this Contract.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of this Contract

is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Bidders shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, the available of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of material and equipment. All such factor shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretations may, at the option of the City, be rejected as irregular. Bids with be evaluated by the City based on, but not limited to, the following criteria: cost, Bidders qualifications and experience, and items required form completion.

Checks [or bonds] of the unsuccessful Bidders will be returned when their bids have been rejected, not to exceed ten (10) day from the date bids were opened. Checks of the successful Bidder will be returned when the Contracts are signed by both parties and the necessary bonds supplied. Should the City make an award to a Contractor who refuses to enter into Contract and furnish the required bond, or insurance documents, then the check or bid bond which has bee deposited with the City, may, at the option of the City, be forfeited to the City as liquidated damages within fifteen(15) days after written notice is given.

On award of the Contract, the successful Contractor shall furnish a **Performance Bond** and a **Labor and material payment Bond**, each in an amount equal to the full annual Contract value, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, including payment of all labor, material, and other bills made in carrying out this Contract, including payment of all labor, material, and other bills made in carrying out this Contract. **The Surety Company issuing the bonds must be authorized to conduct business in the state of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made apart of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justifications for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. Date Organized: _____
4. Date Incorporated: _____
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number: _____ Federal Tax ID # _____
6. Number of years engaged in contracting business under present firm name: _____
7. If you have done business under a different name, please give that name and location: _____

8. Percentage (%) of work done by own staff: _____%
9. Have you ever failed to complete any work awarded to your company? _____
If so, where and why _____

10. Have you ever defaulted on a contract? _____
If so, where and why _____

=====

11. List a minimum of three recent projects completed recently within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.

12. List of projects currently in progress. Include same information as in Item 11 above.
Use separate sheet if necessary.

GENERAL CONTRACT STIPULATIONS

1. **Bonding:** When the Contractor delivers this contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by the City. Bonds shall be written by a company approved by the City, each in an amount of one hundred percent of the contract price, guaranteeing complete and faithful performance of the contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of work.
2. **Contractor's insurance:** The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A. M. Best or equivalent rating guide/**
 - a. **Compensation Insurance:** The contractor shall take out and maintain during the life of this Contract Employers' Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverages shall meet Missouri statutory limits. Employer's Liability limits shall be \$500,000.00 each employee, \$500,000.00 policy limits. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance for the protection of their employees not otherwise protected.
 - b. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this Contract such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this Contract, from claims for damages for personal injury including accidental death as well as from claims for property damages which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
 - c. **Automatic Public Liability and Property:** The Contractor shall maintain during the life of this Contract, automobile public liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect themselves from any and all

claims arising from the use of the Contractor's own automobiles, teams, and trucks; hired automobiles, teams, and trucks; and automobiles both on and off the work site.

- d. **Proof of Carriage of Insurance:** The Contractor shall furnish the City with Certificate(s) of Insurance which **names the City as additional insured** in an amount as required in this Contract, **contains a description of the project or work to be performed**, and requires a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on any occurrence basis and shall remain in effect until such time as the City has made final acceptance of the facility contracted.
3. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Centralia, its directors, officers, agents, and employees for and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Centralia from its own negligence.
4. **Permits:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all City ordinances, and laws of the City, County, State, and Nation as apply to the work herein outlined.
5. **Definitions:**
 - a. "City" shall mean the City of Centralia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
 - b. "Contractor" shall mean the party have entered into Contract to perform the work herein specified.
 - c. "Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.
 - d. "Work" of the Contractor or subcontractor included labor or material or both.
 - e. "As directed", "as required", "as permitted", " "acceptable to" and words of like imports shall mean that the direction, requirement, or permission of the Engineer is intended.
 - f. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of the respective kinds. Trad or manufacture's names where used in these specification are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications, provided that the material or article proposed is

submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained.

6. **Payments:** The successful Contractor will be allowed payment in accordance with the following schedule:
 - a. Not later than thirty (30) days after receipt of invoice, the City will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the City will retain ten (10%) of the amount of each such estimate. Not later than thirty days after final tests and acceptance, the City will make final payment of the retained ten percent. If, for any reason, the City should delay test and acceptance, the final payment shall be due and payable sixty (60) days after completion of all items of the Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.
 - b. The Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the work have been satisfied and the Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall released the City of Centralia from all future claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall receive the City from any and all claims or liabilities on the party of the City relating to and connected with the Contract.
 - c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the Work.
 - d. The Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, no later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such material, tools, and equipment are incorporated or used.

To each of his subcontractors, no later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

7. **Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the City may

issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and that the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an additional to or deductions from the Contract price, based upon such written terms as may be established between the parties either:

- (a) by an acceptable lump sum proposal of the Contractor, or
- (b) on a cos-plus limited basis not to exceed a specified limit.

In the event that none of the foregoing methods are agreed upon with the Contractor, the City may perform the work by force account.

8. **Patents:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
9. **Discharge of Employees:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall upon written notice from the City, be removed by the Contractor and replaced by an employee with proper qualifications.
10. **Assignment of Contract:** No assignment by the Contractor of any principal construction Contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the City and the Surety has been given due notice of such assignments in writing. In addition to the usual recitals in assignment Contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”
11. **Subcontracting:** No part of the work covered by this contract shall be sublet by the Contractor without the prior written approval of the City. The contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by the City. Any subcontractor performing work under this contract at the direction of the Contractor shall file a “Final Receipt of Payment and Release” forms. This completed form shall be submitted to the City along with application for final payments,.
12. **Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provision of the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of the applicable laws. Current standards for

the Occupational Safety and Health Act shall be applied.

- b. The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
 - c. (I). The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.
 - (ii). If any on-site employee had not previously complete a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
 - (iii). Contractor shall acknowledge and agree that any of Contractor's employees found on the project site without documentation of the successful completion a construction safety program shall be required to produce such documentation within twenty(20) days, or will be subject to removal from the project.
 - (iv). Contractor shall require all of its subcontractors to complete with the requirements of this Section and Section 292.675 RSMo.
 - (v). Pursuant to Section 292.675 RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its subcontractor(s), for each calendar day, or portion thereof such on-site employee is employed
 - (vi). The penalty described in subsection (v) above shall not begin to accrue until the time periods described in subsections (ii) and (iii) above.
 - (vii). Violations of subsection (I) above and impositions of the penalty described in this subsection (v) shall be investigated and determined by the Missouri Department of Labor and Industrial Relations. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty as described in subsection (v) above, shall be assessed, the City shall withhold all sums and amounts due and owing when making payments to Contractor under the contract for this Contract.
13. **Equal Opportunity:** The City of Centralis is an equal opportunity, affirmative actions employer pursuant to federal and state laws, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the Bidders herein.

14. **Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
15. **Americans with Disabilities Act:** The successful Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves the Contractor providing services directly to the public, the successful Contractor shall make the services, programs, and activities governed by this agreement accessible to the disabilities as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful Contractor certify to the City in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35. [as amended]
16. **Material and Workmanship:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
17. **Specifications and Drawings;** The Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give the City and the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the engineer, who shall promptly make a determination in writing. Any adjustment or interpretations by the Contractor without his determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
18. **Repairs and/or Replacement of Defective Portions:** The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City of the work covered by the Contract, for any repairs or replacement caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and /or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If the Contractor should neglect to bring such repairs or replacements within this period, or, in case of emergency, where in the judgement of the engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by the City and charged to the Contractor.

19. **Interference:** All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of the City.

20. **E-Verify:** The successful Contractor shall include as a part of its Proposal furnish a completed Affidavit in the form attached to this Request for Proposals, attesting to the Contractor's participation in a Federal Work Authorization Program, such as E-Verify.

21. **Additions or Exceptions to Terms and Conditions:** Acceptance of any additions or exceptions to the City's terms and conditions submitted by the Contractor will be subject to the City's discretion, and may or not be included in the final agreement.

**DETAILED SPECIFICATIONS AND GENERAL PROVISIONS
FOR TREE TRIMMING AND BRUSH AND TREE REMOVAL
FOR THE CITY OF CENTRALIA**

I. SCOPE OF WORK

- A. Contractor shall furnish all supervision, labor, tools, transportation, equipment, and materials necessary to trim and/or remove trees interfering with City lines, to cut brush and undergrowth on City right-of-way, and to dispose of the debris resulting from such work, as directed by the City.
- B. Contractor shall perform all work to the complete satisfaction of the City and in accordance with all applicable federal, municipal, county, state, and other local laws, ordinances, and regulations.
- C. Contractor shall see that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints handled by Contractor, with due regard for the City's public relations.

II. QUALIFICATIONS OF CONTRACTOR

- A. Contractor shall have considerable experience actively engaged in utility line clearance work; and have the financial resources, as documented by the contractor's financial statement, to comply with the terms of this contacts.
- B. All foremen shall be working foremen with at least six years experience on a tree crew working for an electric utility, two years or more of which shall have been as foremen.
- C. All journeyman must have at least four years experience as a climber on a tree crew working for an electric utility.
- D. All other personnel must have at least two years experience on a tree crew working for an electric utility. Apprentice tree trimmers may be utilized only upon approval by the City.
- E. All personnel to be regularly utilized in the performance of this contract shall live in or near the City of Centralia, Missouri, so they can be reached in case of emergency and be at the reporting station within 30 minutes.

III. SAFETY STANDARDS

- A. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standard Institute Standard Z-133.1 Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush. These standards are made part of this contract by this reference.

- B. The Contractor shall be solely responsible for pedestrian and vehicular safety and controlling the work site and shall provide the necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.
- C. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with any state, county, and local highway construction codes.
- D. Any practice determined hazardous by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

IV. WORKING IN PROXIMITY TO ELECTRICAL HAZARDS

- A. An inspection shall be made by the tree worker and by the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree worker before climbing, entering or working around any tree.
- B. Only a qualified line-clearance tree trimmer or a qualified apprentice line-clearance tree trimmer shall be assigned to the work if it is found that an electrical hazard exists. An apprentice shall be under the direct supervision of a qualified personnel. (A qualified line-clearance tree trimmer is a tree worker who through related training and on-the-job experience is familiar with the special techniques and hazards involved in line clearance. An apprentice is a worker regularly assigned to a line-clearance tree-trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated the ability to perform these duties safely at the appropriate level of training. See Section II, "Qualifications of Contractor").
- C. There shall be a second qualified line-clearance tree trimmer or line clearance tree trimmer apprentice within normal voice communication during line-clearance operations aloft when the line-clearance tree trimmer or line-clearance tree trimmer apprentice must approach more closely than 10 feet to any conductor or electrical apparatus energized in excess of 750 volts; or when branches or limbs being removed cannot first be cut (with a pole pruner/saw) sufficiently clear for the primary conductors and apparatus so as to remove branches or limbs from such conductors or apparatus.
- D. Line-clearance tree trimmers and apprentice line-clearance tree trimmers shall maintain the clearances from energized conductors given in the ANSI Z133.1-1988 standards.
- E. All other tree workers shall maintain a minimum clearance of 10 feet from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 KV phase-to-phase the minimum clearance shall be 10 feet plus 4/10 foot for each kilovolt over 50kV.

- F. Ladders, platforms, and aerial devices including insulated aerial devices, shall not be brought in contact with an electrical conductor.
- G. When an aerial lift device contacts an electrical conductor, the truck supporting the aerial lift device shall be considered as energized, and contact with that truck shall be avoided, except where emergency rescue procedure are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

V. PROTECTION OF OVERHEAD UTILITIES

- A. Tree line clearance and removal operations are conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation.
- B. Contractor shall secure from City information as to the nature of the circuits involved in all cases before work is commenced. It is understood by and between the parties that the electric circuits of the City are to continue in normal operation during this work, and that Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and to guard against interfering with the normal operation of said circuits.

VI. PROTECTION OF UNDERGROUND UTILITIES

The Contractor shall be responsible for contacting the appropriate utility for location of any underground utilities which are in the work area and could be damaged by Contractor's operations.

VII. LICENSES, PERMITS, AND EASEMENTS

- A. The City shall provide all easements and necessary permits to work in public rights-of-way.
- B. The Contractor shall obtain all other licenses or permits that may be required.

VIII. WORKING HOURS

- A. The Contractor will schedule work between 7:00 a.m. and 6:00 p.m., Monday through Friday unless authorized by the City to do otherwise.
- B. The normal work week shall be 40 hours. No overtime shall be worked unless authorized by the City.
- C. Breaks shall be staggered such that only one crew member at a time is taking a

break while others continue working.

IX. WORK CREW SUPERVISION

- A. Supervisor: The Contractor's supervisors will be responsible for all operations of their company's obligation to the City. Responsibilities include but are not limited to:
1. Supervising activities of the General Foreman and the crews relative to administrative procedures, work methods, and contractor's policies. The Supervisor will audit each crew a minimum of once a month.
 2. Adequate training and education of all field supervisors (General Foreman and Foreman) to the City's specifications.
 3. Proper documentation and settlement of refusals, complaints and property damage.
 4. Maintain direct communication with the City relative to conditions affecting crew composition, productivity, equipment or other matters affecting the administration of this agreement.
 5. Submitting accurate invoices on a timely basis to the City.
- B. General Foreman: The General Foreman is responsible for all line clearing operations. The General Foreman will insure that all City specifications are met by the crews under his jurisdictions. Special attention should be paid to the following:
1. Starting and finishing times of the crews.
 2. Maintaining daily contact with the local City inspector.
 3. Job planning and scheduling
 4. Documenting all refusals and complaints.
 5. Completion of all refusals and complaints.
 6. Maintaining accurate production reports.
 7. Maintaining acceptable production levels.
 8. Instructing crews on proper line clearing techniques.
- C. Foreman: Shall be responsible for all line clearing work performed by his crew. The Foreman will insure all applicable City specifications are met. Special attention should be paid to the following:
1. Crew attendance
 2. Crew appearance
 3. Proper preparation prior to leaving contractor's yard
 4. Maintaining accurate records.
 5. Securing proper permits.
 6. Reporting to immediate supervisor all refusals and complaints
 7. Maintaining safety of all equipment and crew personnel
 8. Job planning
 9. Public relations
 10. Reporting all downed power lines to the utility.
- D. Pre-notified: Shall be responsible for hanging door tags and talking to customers

before trim crews are there. The pre-notifier will insure that the customer is fully aware of the work to be done. Special attention should be paid to the following:

1. Hang and pick up door tags
2. Secure proper permits
3. Have excellent public relations skills
4. Be neat in appearance
5. Maintain accurate records.

X. PRE-NOTIFY TO TRIM

The contractor shall, before performing any work (other than emergency work), pre-notify the property owner, authorized agent, or public authorities having ownership or control over each tree to be trimmed or removed and/or all property to be cleared. The Contractor's Supervisor, Pre-notifier or General Foreman shall pre-notify the property owner at the site where the tree-trimming will occur. If the property owner cannot be contacted during normal working hours, then evening or weekend appointments shall be made. If personal contact cannot be made, then the property owner or his agent shall be notified, as instructed by the City, either by registered mail or a "door-hanger". The information printed on the "door-hanger" must include the name of Contractor's company, a description of the work intend to be done, the date that the work will be done and Contractor's phone number, which shall be answered 24 hours per day. Any customer not granting permission will be considered a refusal and shall be reported to the City Inspector. Whenever permission to do any work cannot be obtained, such omissions shall be reported to the City. No further action shall be taken in such cases except upon the mutual agreement of all the parties.

XI. EQUIPMENT

- A. Contractor's equipment shall be in excellent condition and of modern design made expressly for use in tree trimming and removal work. Chippers shall be 2001 or newer, or low noise level design for use in urban areas. Lift truck shall be 2003 or newer, equipped with hydraulic tools including circle saw, chain saw, pruner, and any other required tools or accessories. The upper boom and basket shall be insulated for working in proximity of energized overhead power lines. Two-ton trucks shall be 1999 or newer, equipped with a chip box of sufficient capacity to handle a normal day's accumulation of chips without unloading. Two-ton trucks shall be equipped with dump beds and the necessary tools for manual tree trimming.
- B. The Contractor shall maintain his equipment in excellent working order and have it available for work at any time. When it is necessary to remove a piece of equipment from the job for overhaul or extended repairs, Contractor shall provide an alternate piece of equipment of like kind. Failure to maintain the equipment in a dependable condition will be considered as non-performance and cause to terminate this Contract.
- C. The Contractor shall include with his initial proposal, a complete descriptive list of all items of equipment to be used. This list shall described each piece of equipment

by year, make, model, and capacity, and any other pertinent data.

- D. Equipment, other than the regular equipment specified above for the three-man crews, may be use only upon approval by the City.
- E. Inoperable equipment shall not be charged to the City. Time spent to repair, lubricate, or sharpen equipment shall not be charged to the City. Sharp, replacement saw chains shall be available at each job site to replace dull saw chains. Work shall not stop to sharpen saws.
- F. The City reserves the right to demand replacement of any equipment which, in the opinion of the City, has an unsatisfactory performance.
- G. The Contractor may occasionally be required to clear right-of-way using a 4-wheel drive brush cutter such as a Kershaw Kearway, Mode 10-10. The City shall designate the scope of work when this specific equipment is required.

XII. STANDARD CREW AND EQUIPMENT

- A. Contractor's proposal shall be based on a minimum of seven three-man crews, pre-notify crew, a General Foreman:
 - 1. General Foreman (1 ea.) equipped with:
 - a. 1 ea. - ½ ton pick-up equipped with spare parts
 - b. 1 ea. - cellular telephone
 - 2. Crew No. 1 (3 ea.) consisting of:
 - a. 1 ea. - Foreman
 - b. 1 ea. - Journeyman tree trimmer
 - c. 1 ea. - Apprentice tree trimmer or laborer (groundman)
 - d. 1 ea. - chipper trailer with minimum 12-inch throat
 - e. 1 ea. - two-ton 55' aerial lift truck with dump bed and power tools
 - f. 3 ea. - chain saws
 - g. Miscellaneous small tools and equipment as required.
 - 3. Crew No. 2 (3 ea.) consisting of :
 - a. Same as Crew No. 1, except truck shall be two-ton line clearance truck with dump bed but without aerial lift.
 - 4. Pre-notify truck (1 ea.) consisting of:
 - a. 1 ea. - Foreman
 - b. 1 ea.- ½ ton pickup truck equipped with hand tools
 - c. 1 ea. - cellular phone
 - 5. Crew No. 3 (1 ea.) consisting of:
 - a. 1 ea. - Foreman
 - b. 1 ea. - Journeyman tree trimmer
 - c. 1 ea. - Apprentice tree trimmer or laborer (Groundman)
 - d. 1 ea. - disc chopper trailer with minimum 12-inch throat
 - e. 1 ea. - two-ton 70' aerial lift truck with dump bed and power tools
 - f. 3 ea/ - chain saws
 - g. Miscellaneous small tools and equipment as required.

XIII. TREE TRIMMING METHODS

- A. All trimming, both initial and retrimming, shall be done in accordance with modern arboriculture standards and the Dr. Ales Shigo Pruning Method. Trimming shall be done in such a manner as to provide balance emphasis on current tree health, symmetry and clearance for power lines. The preferred method should be used as much as possible and practical. This method is a form of natural pruning and includes drop-crotching, directional trimming and selective cutting. Proper use of this method will: stimulate new growth away from the utilities facilities, provide good clearance for longer periods of time, reduce the work required to maintain proper clearance. This method of trimming is also the healthiest for the tree because: few cuts are left in the tree, the cuts are made in locations best suited for rapid healing, new growth will develop more naturally from the remaining structure instead of sprouting from numerous small stubs. Drop crotching – the drop crotch method will be used whenever feasible to retain as much of the natural shape of the tree as possible. Drop crotching is a method of thinning out a tree by dropping into the tree and removing unnecessary branches. Collar cuts should be made at the crotch.
- B. Directional trimming. It is possible to trim trees in a manner that will promote growth away from the power lines, thus reducing the amount of necessary trimming from year to year. Leaving those branches that grow away from the lines and removing those branches that grow toward the lines can achieve a growth pattern away from the power lines. When trees under the line are to be trained to grow away, the vertical growth should be removed and the horizontal growth removed. Trees growing to the site of the lines should have their horizontal growth removed and their vertical growth left.
- C. Proper cuts. So far as the health of the tree is concerned, the position and manner of making cuts is of the greatest importance. Probably the most important item in trimming trees is the “collar cut” which, when properly made, will reduce the surface area exposed to elements of disease and decay, and allow the tree’s chemical protective zones to aid in healing the wound. A “collar cut” is the cutting of the limb just outside the point of interjection with the trunk of the tree or with the trunk of the tree or with another limb. The time spent in making “collar cuts” is little, and the results measured in the health of the tree and reduction of future work are of considerable advantage. The following guidelines will be followed:
1. All limbs will be cut back to laterals at least one-third the size of the limb.
 2. No damage to the cambium layer or loosening or stripping of bark shall be caused.
 3. Use the tree cut method to remove large limbs so the bark will not be stripped.
- D. Painting of cuts. Cuts should not be treated with a tree wound dressing. If the resident requires they be treated with a dressing, even after an explanation (that

wound dressing is cosmetic in nature), the cuts may then be treated.

XIV. TREE TRIMMING CLEARANCE

Every effort should be made to obtain three to five (3-5) years of clearance from trees near lines except service drops. Line clearance will vary depending on tree species and type of power line.

For example, willow or silver maple trees because of their rates of growth would need more clearance than a red oak tree, for three- year growth period.

Service drops should have 6" to 18" of clearance.

Secure ample clearance to accommodate conductor sag and sway under severe weather conditions. Remove all weak, diseased and dead limbs which may fall or blow into the conductors. Three feet of clearance should be obtained around all rural poles. All overhang limbs which could, if broken, hinge down and contact any primary conductor or spaced secondary should be trimmed back to obtain sufficient clearance. If a pole is leaning or a line is sagging excessively so that trimming will greatly affect the shape of the tree, the General Foreman should be notified and the City contacted before trimming so the pole or line may be repaired to allow proper trimming.

Minimum clearance shall be as follows (distances in feet)*

	<u>Secondary</u>	<u>Primary</u> <u><13kV</u>	<u>Primary</u> <u>>13 kV</u>
Topping Fast Growers Clearance	5	7	9
Slow Growers	3	5	7
Side Fast Growers Clearance	5	7	7
Slow Growers	3	5	7

* Certain local conditions may change these clearances, as authorized by the City representative. The City may review these clearances and adjust them to its own conditions and operating policies.

XV. TREE REMOVALS

Tree removal is a very important part of the City's right-of-way maintenance program. Generally, a tree should not be removed unless a benefit over trimming would result or conditions are such that the tree in question poses a definite threat to service continuity or customer safety. Some conditions to be considered for removal are as follows:

- A. Trees where adequate clearance cannot be obtained
- B. Dead or dangerous trees that lean toward primary distribution or transmission lines

- C. Trees on rights-of-way, such as volunteer species
- D. Trees where at least one-half the crown will be removed to obtain clearance
- E. Trees which remain unsightly after trimming
- F. Trees that require more than one man-hour of work each time the tree is trimmed.
- G. Trees that have an average annual sucker growth greater than 30 inches.
- H. Trees that have an average annual sucker growth less than 30 inches when the removal will take no more than twice the time it would take to trim it.

Trees should not be removed under the following conditions:

- A. When a service drop is the only line involved. The customers should be informed that the City will lower the service drop while he removes the tree.
- B. When City lines are not directly involved.
- C. When public relations is the prime consideration and service continuity is not jeopardized.
- D. When the tree is a low growing tree or shrub that will not interfere with electrical service.
- E. When trimming is more economical than removal over the long term, or when the removal is unsafe.

XVI. BRUSH DISPOSAL

Whenever possible, in rural areas, brush should be windrowed or chips blow onto the right-of-way.

No brush will be left on any customer's property overnight, unless it is suitable to the customer and the circumstance. Burnable wood will be cut to fireplace lengths and piled near the stump. Burnable wood will only be removed in extreme circumstances and with the City's approval.

Contractor shall maintain a stockpile of mulch for use by the public and/or City at a location as specified by the City.

Contractor shall maintain a stockpile of mulch for use by the public and/or City at a location as specified by the City.

XVII. REPORTING CREW LOCATIONS

All crews' locations will be reported to the City's inspector as early in the work day as possible. Locations will be accurate and include all possible future locations, if a move is anticipated.

XVIII. RAIN-OUT AND DOWNTIME

If equipment fails and cannot be repaired within a reasonable time and crew is unable to do productive work, the crew will be shut down.

If it is sprinkling, raining or a strong probability of rain in the morning at work time, the Contractor should call the City's inspector. The City will determine rain probability and whether or not work should begin. If work does begin and it starts to rain, crew will be allowed to continue if the work can be done safely.

If the City calls for a shutdown because of weather and crews are already on job site, it will allow the contractor 30 minutes to contact crew and shut them down. Time will stop when the crews are shut down not when they arrive at home base.

There is no automatic allowance for report time for rain time and no automatic two-hour standby time or report time. In case of emergency, standby time may be approved by an authorized City representative and only on a one-time basis.

Contractor may be allowed to work extra hours during the week and on Saturday to make up lost time. Prior to working extra hours, the General Foreman must notify and receive approval from the City's Inspector. Crews will not be scheduled to work less than four (4) hours on make-up days.

XIX. LIABILITY FOR DAMAGE TO PROPERTY AND/OR PLANT MATERIAL

Tree Damage. Climbing irons, spurs or shall not be used on trees to be pruned. Any tree damage caused by Contractor shall be repaired immediately, at no additional expense, to the satisfaction of the City. Trees damaged beyond repair, as judged by a qualified arborist acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, and replaced (if deemed necessary) by a tree of size and species designated at no additional expenses to City; or the dollar value of such damaged trees, as determined by a qualified arborist acceptable to the City and the Contractor whose expense shall be jointly covered by both parties, is deducted from the monies owned the Contractor.

XX. HANDLING COMPLAINTS

A. The Contractor shall see that complaints of any nature received from property owners, agents, or public authorities shall receive immediate attention, and that all efforts shall be made for a prompt adjustment. All complaints, and any action taken by the Contractor in connection with such complaints, shall be reported to the City in writing.

- B. The Contractor does not represent the City and has no authority to obligate the City for any payment or benefit of any kind to any person.

XXI. INDEMNIFICATION

Contractor shall agree to indemnify, hold harmless, and defend City from and against any and all liability for loss, damage, or expense which City personnel or general public may suffer or from which City may be held liable by reasons of injury (including death) or damage to any property arising out of negligence on the part of Contractor in the execution of the work to be performed hereunder.

XXII. INVOICES

Contractor shall submit to City weekly, itemized invoices based upon the information contained in the daily time sheets and prepared in accordance with the attached proposal, setting forth rates for each labor, material, and equipment time.

XXIII. SUBCONTRACTS

Contractor shall not assign any of its rights or duties under this agreement, or subcontract the whole or any part of the work to be performed hereunder, without first having obtained the written consent of City authorizing such assignment of subcontract.

XXIV. TERM OF CONTRACT

- A. The term of this Contract shall be for one year, unless terminated as herein provided, and shall be renewable each year for a period not exceeding 5 years total; however, this Contract may be terminated for any reason after one year by either party upon 30 days written notice to the other.
- B. Should Contractor fail to carry out the work to the satisfaction of the City, or to comply with any of the provisions of this agreement, City may terminate this agreement upon 24 hours written notice to Contractor.

XXV. EMERGENCY WORK

- A. Need and Response – Throughout the term of the contract it may become necessary for the Contractor to assist the City in providing emergency tree services. The Contractor shall provide telephone numbers at which he can be reached on a 24-hour basis. When severe winds, ice storms, or other conditions require emergency assistance, the Contractor shall respond and commence work as soon as possible in the manner as set forth by the City and/or by the Contractor storm plan.
- B. Contractor shall be able to furnish within forty-eight hours or less three additional crews, fully equipped equipment with aerial devices, trucks, chipping equipment, and power and hand tools as specified by the City. Crew personnel shall include,

but not be limited to the following:

1. Groundsman/laborer who has skills necessary in ground operations such as loading truck, cutting limbs on the ground, operating chipper, raking and cleaning up areas.
2. Climber/trimmer who has skills necessary for working in trees from an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment and having proficiency in operating all other related mechanical equipment such as loaders, etc.
3. Foreman (working) who shall provide supervision of the work force and shall have responsibility for giving directions, making decisions, and assuming responsibility for all work completed by the contract.