INVITATION TO BID / REQUEST FOR PROPOSALS

Issued By:
City of Pleasant Hill, Missouri

This Document Contains the Following:

PART I:	Invitation to Bid
PART II:	Instruction to Bidders
PART III:	Contractual Requirements
PART IV:	Technical Specifications/Bidder's Proposal
PART V:	Bid Page

Part I
Request for Proposals
Proposal No. 21-16

The City of Pleasant Hill will accept separate sealed proposals from qualified persons or firms interested in providing the following:

Tree Inventory

PROPOSALS MUST BE RECEIVED BY:

2:00 pm – January 19, 2017

Please mark your envelope "Sealed Proposal 21-16" and return it to:

City of Pleasant Hill
203 Paul Street
Pleasant Hill, MO 64080

For more information contact Justin Wieberg: (816) 540-3135

PART II:

INSTRUCTIONS TO BIDDERS CONCERNING THE INVITATION FOR BID (IFB)/ REQUEST FOR PROPOSLS (RFP).

A. GENERAL INSTRUCTIONS CONCERNING IFB'S/RFP'S.

A-1 AWARD. The City reserves the right to reject any or all bids and to waive any minor informality or irregularity in bids received. The city may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. The Contract shall be awarded to that responsible bidder whose bid, conforming to the invitation for Bids, will be most advantageous (lowest price and best value to the City, price and other factors considered.

A-2. PREPARATION OF BIDS.

(a) Bidder is expected to examine the Terms, specifications and all instructions.
(b) Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his name. Erasures or other changes must be initialed by the person signing the offer.
(c) Unit price of each unit bid shall be shown and such price shall include packing and delivery unless otherwise specified. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
(d) Bidder must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
(e) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
(f) If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
(g) Prices quoted are to be firm and final.
(h) In submitting bids, Vendor agrees that the City of Pleasant Hill shall have 60 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
(i) Specification sheets MUST be returned with bids.

A-3 EXPLANATION TO BIDDERS.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

A-4 ACKNOWLEDGEMENT OF ADDENDUMS TO INVITATIONS.

Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the Bid and received prior to closing time and date.

A-5 SUBMISSION OF BIDS.

(a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to Pleasant Hill City Hall, 203 Paul Street, Pleasant Hill, MO 64080. The bidder shall show the invitation number, and the name and address of the bidder on the face of the envelope.
(b) Telegraphic bids will not be considered unless authorized by the invitation.
(c) Bids will be publicly opened and read aloud as stipulated in the "Invitation to Bid".
(d) Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.

A-6 FAILURE TO SUBMIT BID.
If no bid is to be submitted, do not return the invitation unless otherwise specified. Failure of the recipient to bid or to notify the issuing office that future invitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

A-7 WITHDRAWAL OF BIDS.
A bid may be withdrawn in person by a bidder or his authorized representative provided his identity is made known and he signs a receipt for the invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephonic requests to withdraw a bid will be considered only if confirmed by letter or telegram.

A-8 LATE BIDS AND MODIFICATIONS.
It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of the closing under any circumstances.

A-9 DISCOUNTS AND BID EVALUATION.
Discounts offered for prompt payment will be considered in bid evaluation.

A-10 ALTERNATE BIDS.
Bidders must submit complete specifications on all alternate bids. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that that the article proposed is exactly as specified.

A-11 ANTI-TRUST.
Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this contract.

A-12 GUARANTEE.
All customary guarantees for workmanship, quality and performance specified by the manufacturer for any or all items shall apply to the items offered under this proposal.

A-13 EVALUATION OF BIDS.
(a) The evaluation of bids will include consideration of price, quality, adherence to specifications, and prior experience. Evaluation may also include financial statements, if requested, sub-contractors, suppliers and manufacturers to be used in the work and manufacturers' date on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
(b) "Or Approved Equal" Clause. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trace names, catalog numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the city, of equal substance and function. Substitute items may be rejected at the discretion of the City.
(c) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
(d) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms,

corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Pleasant Hill products and supplies.

A-14 NOTICE OF AWARD.
After considering the basis of award and evaluation of bids, Owner will within sixty (60) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

A-15 COMPLETION OF PART IV. "Technical Specifications/Bidder's Proposal"
In some instances Part IV allows space for alternate proposals; in such cases part IV is divided into two (2) columns. Column one shows a preferred specification. Column Two is left blank so bidders may submit alternatives. If any part of Column Two is not completed by bidder, it will be assumed that the time is being bid exactly as specified.

B. SUPPLEMENTAL INSTRUCTION TO BIDDERS.

B-1 BID BONDS.

Bid Bond Required _____

Bid Bond Not Required X

Note the following:

Bid Deposit.
The Bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank draft in the amount of 5% of the total bid price payable to the City of Pleasant Hill for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder:

(a) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as successful bidder, or
(b) Upon written notification of the award of contract to him he fails to properly sign and deliver to the city within fourteen (14) days labor and Materials and Performance Bonds, if required; Certificate of Insurance and the written Agreement, formally evidencing the terms of the Invitation for Bids and his bid as submitted.
The bidder further agrees the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

B-2 PERFORMANCE BONDS.

Performance Bond Required _____

Performance Bond Not Required X

Note the following:

(a) Coincident with the execution of the Agreement, contractor shall furnish to Owner a contract Performance Bond and a Labor and Material Payment bond.
(b) Bonds shall be executed with the proper sureties, through a company licensed to do business in the State of Missouri, and named on the current list of "surety Companies Acceptable on Federal bonds" as published in the Federal Register by the Audit Staff, Bureau of Accounts and Treasury Department.
(c) Date of bonds shall be the same as the date of Contractor's execution of the Agreement.

(d) Performance Bond shall be in the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.

(e) The bonds shall be automatically increased in the amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Charge Orders regardless of the amount of time or money involved. It shall be contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.

(f) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to Owner, Owner shall have the right to require additional and sufficient sureties which contractor shall furnish to the satisfaction of Owner within ten (10) days after notice to do so.

PART III

CONTRACTUAL REQUIREMENTS

A. REQUIREMENTS PERTAINING TO ALL CITY CONTRACTS

A-1 DEFINITIONS.

(a) "Owner" shall refer to City of Pleasant Hill, Missouri and it's authorized representatives

(b) "Seller" and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual, named and designated in the contract agreement and who has entered into this contract and its, his or their duly authorized agents or other legal representatives. "Seller: shall be used to describe a supplier of goods. "Contractor" shall be used if work is to be performed for the City

(c) The "specifications" include instruction to Bidders, the Terms and Conditions of Purchase, and Definitions and the technical specifications of the work.

(d) A "sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

A-2 CONTRACT TERMS.

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller/Contractor at any time and the acceptance by the city of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained are hereby objected to.

A-3 PATENTS.

Seller/Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that he will pay all costs, damages and profits recoverable in any such suit.

A-4 INTERPRETATION OF CONTRACT.

This contract shall be construed according to the laws of the State of Missouri.

A-5 INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.

No member of, or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from the same; provided that the foregoing provision of the Section shall not be construed to extend to this contract if made with a corporation for its general benefit.

A-6 FUND ALLOCATION.

Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders in contingent upon the available funding and allocation of city funds.

A-7 TAX EXEMPT.

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3 of the Missouri constitution and is exempt from payment of Federal Excise Taxes in accordance with title 26, United States Code annotated.

A-8 UNIFORM COMMERCIAL CODE.

This Contract is subject to the Uniform commercial code and shall be deemed to contain all the provisions required by said Code that apply to said contract.

A-9 PROVISIONS REQUIRED BY LAW DEEMED INSERTED.
Each and every provision or law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith by physically amended to make such insertion or correction.

A-10 TERMINATION OF CONTRACT.
Unless otherwise specified, in the event this bid establishes a yearly supply or service contract, such contract may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Contract is so terminated, the city may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.

A-11 ACTS OF GOD.
Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.

A-12 BANKRUPTCY OR INSOLVENCY.
In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

A-13 COMPLIANCE WITH APPLICABLE LAWS.
The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

A-14 EXECUTION OF AGREEMENT.
Unless otherwise specified, the contract shall consist of an award letter for PURCHASE ORDER, and a copy of the signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the supplier is as set forth in the supplier's Bid. Items not awarded, if any, have been deleted.

B. ADDITIONAL REQUIREMENTS PERTAINING SPECIFICALLY TO THE PURCHASE OF EQUIPMENT AND/OR SUPPLIES

B-1 SELLERS INVOICES.
Invoices shall contain the following information contract Number (if any), Purchase Order Number, Item Number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to City. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges.

B-2 TIME OF DELIVERY.
The City requires that all materials ordered will be delivered when specified. If deliveries are not made at the time agreed upon, city reserves the right to cancel or to purchase elsewhere and hold Seller accountable for any damages sustained as a result thereof.

B-3 QUANTITIES.
City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and returned at Seller's expense.

B-4 TRANSPORTATION CHARGES.
When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by Seller.

B-5 PACKAGING.
The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

B-6 INSPECTION AND ACCEPTANCE.
No material received by the City pursuant to his purchase order shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects contained in the material were not reasonable ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return offered to the City arising from city's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

C. ADDITIONAL REQUIREMENTS PERTAINING SPECIFICALLY TO CONSTRUCTION PROJECTS AND OTHER PROJECTS REQUIRING CONTRACTOR TO PERFORM WORK FOR THE CITY.

C-1 GENERAL GUARANTY AND WARRANTY.
The contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required in the Contract. Furthermore, he shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

C-2 REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".
The contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors subject thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.

C-3 CHANGES.
The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications instructions for work, method of shipment or packing or place of delivery. If any such changes causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Contract. Any claim by the contractor for such adjustment must be

asserted within 30 days of such other period as may be agreed upon in writing by the parties after the contractor's receipt of notice of the change. Nothing herein contained shall excuse the contractor from proceeding with the Contract as changed.

C-4 ASSIGNMENTS.

Neither Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract documents and specifically the contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

C-5 WORK HOUR AND SAFETY STANDARD ACT.

All bidders awarded contracts in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract work hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of labor Regulations (29CFR, part 5). Under Section 103 of the Act, each contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worked is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

C-6 RESPONSIBILITY FOR SUPPLIES.

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

C-7 SUB-CONTRACTS.

(a) The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City to determine any disapproval of the use of such sub-contractor.
(b) The Contractor shall be fully responsible to the Owner for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
(c) The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
(d) Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the Owner.

C-8 LABOR-RELATED REGULATIONS.

The bidder's attention is specifically directed to the special rules, regulations and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the supplemental contractual requirements.

(a) Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid" - See Supplemental contractual Requirements.
(b) Wage Rate Determination - Federal. If required by the "Invitation to Bid" - See Supplemental Contractual Requirements.

The bid, agreement and bonds shall be conditioned upon compliance with all provisions of the contract Documents including these rules, regulations and stipulations.

C-9 BUILDING REGULATION, PERMITS AND LAW.

(a) The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound, except where superseded by requirements set forth herein.
(b) Satisfy all current and applicable local codes and ordinances.

C-10 COORDINATION OF THE WORK.

The contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors and supplies engaged under this contract. He shall be prepared to provide each of his subcontractors the location, measurements and information they may require for the performance of their work.

C-11 CHANGES IN THE WORK.

(a) The Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the contractor from any of these obligations under the contract. All work shall be executed under the terms of the original contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the contract.

(b) Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

C-12 INSURANCE.

The Contractor shall not commence work until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the contractor allow any sub-contractor to commence work on his sub-contract until the insurance required of the sub-contractor has been so obtained and approved.

(a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract, and in case of any such work sublet, the Contractor shall require the sub-contractor similarly to provide workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workmen's compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the workmen's compensation Statute, the contractor shall provide and shall cause each sub-contractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's General Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract, General Liability Insurance. Contractor's Property Damage Insurance and Vehicle Liability Insurance in an amount not less than $2,000,000 combined single limit for bodily injury and property damage. The City will be named as an additional named insured under the policy of the contractor for all coverage's required by the contract.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his sub-contractors to procure and to maintain during the life of his sub-contract, Sub-contractors General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified above or (2) insure the activities of subs in his policy.

(d) Scope of Insurance and special Hazards: The insurance required under sub-paragraphs (b) and (c) hereof shall provide adequate protections for the contractor and his sub-contractors, respectively, against damage claims which may arise from operation by the insured or by anyone directly or indirectly employed by him, and also against any special hazards including premises/operation, explosion and collapse, underground hazard, products/completed operations contractual and Broad form, property damage.

(e) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with a certificate showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

C-13 TIMING.

(A) Time to Commence Work: Upon receipt of Contract documents fully executed by Owner and a Notice to Proceed, contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by Owner.

(B) Time Starts to Run: The Contract time shall start to run on the date stated in the Notice to Proceed.

C-14 FINAL PAYMENT.

Final payment shall be in a lump sum (unless progress payments are approved prior to award) after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents, allowing thirty (30) days minimum for payment.

C-15 CONTRACTOR'S CERTIFICATE AND RELEASE.

Prior to final payment and as a condition there to the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the Owner to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, that that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the contract, a statement that except for the amounts enumerated, the Contractor releases the Owner from any and all claims arising under or by the virtue of the Contract. A duplicate of the certificate shall be issued to the City.

C-16 SURPLUS MATERIALS AND RUBBISH.

The job site shall be kept clean and free of surplus materials, rubbish and debris at all times.

C-17 ACCIDENT PREVENTION.

(a) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonable necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Operational Safety and Health Act. In consideration of the price paid herein, Contractor agrees to indemnify Owner for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

(b) The Contractor shall maintain an accurate record of all causes of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

C-18 NON-DISCRIMINATION IN EMPLOYMENT.

In connection with the furnishing of supplies or performance of work under this contract, the contractor agrees to comply with the Fair Labor Standards Act. Fair employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

D. SUPPLEMENTAL CONTRACTUAL REQUIREMENTS

D-1 BUILDER'S RISK INSURANCE.

Will Be Required _____

Will Not Be Required ___X___

(Fire and Extended Coverage): This insurance is required for construction projects until the project is completed and accepted by the Owner, or contractor (at the Owner's option as indicated in the supplemental General Conditions) is required to maintain Builder's risk Insurance (fire and extended coverage) on 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, sub-contractors as their interests may appear.

D-2 PREVAILING WAGE WILL BE REQUIRED.

Will Be Required _____

Will Not Be Required ___X___

(A) Not Less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
(B) The contractor will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less by any subcontractor.
(C) A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project.
(D) Contractor will be required to submit certified payrolls and an affidavit of compliance to ensure compliance with prevailing wage requirements.

D-3 TRAINING

(A) The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so.
(B) The contractor will forfeit a penalty to the contracting public body of $2500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
(C) Contractor will be required to submit an Affidavit of compliance with RSMo 292.675 stating that contractor and all subcontractors doing work in connection with the contracted services have provided its on-site employees with a ten (10) hour course in construction safety and health approved by OSHA

D-4 UNEMPLOYMENT

(A) During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states, may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the

particular type of work involved, if so certified by contractor and approved by the contracting officer.

D-5 POSTINGS

(A) Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to the comply with these requirements shall, under section 258.234, RSMo, enclosed in the laws section, be liable for a penalty of $500 per day until the notices required by this section are posted as required by that statute.

D-6 UNAUTHORIZED ALIENS

(A) No business entity or employer involved shall employ an unauthorized alien to perform work within the state of Missouri.
(B) Contractor will be required to submit an Affidavit of compliance with RSMo 285.525 thru 285.550 affirming that no person in your employment is an unauthorized alien in connection with the contracted services (E-Verify / Federal Work Authorization Program) *All Contracts over $5,000

Bid 21-16: Tree Inventory

GENERAL OVERVIEW

The City of Pleasant Hill (City) was awarded the Tree Resource Improvement and Maintenance (T.R.I.M.) grant of $10,000 in September 2016. At this time, the purpose of those funds will be to inventory our tree population in the City. This solicitation is to secure a Contractor to undertake fieldwork and data collection necessary location on City Parks, public right-of-ways (ROWs), and other City-owned properties. The information collected from the inventory will be used to create a management plan that would include the removal of hazardous trees and pruning of large trees.

SPECIFICATIONS/SCOPE OF WORK

1) Proposals must include the performance of a complete, computerized tree inventory. The inventory must locate, identify, and assess each tree growing in City Parks, ROWs, and other City-owned Properties and provide maintenance and planting data in a spreadsheet and electronic format as prescribed in the Detailed Specification portion of this Document. The inventory must be performed using Global GPS equipment or other GIS-compatible data collection hardware.
2) Contractor must be able to perform the inventory services without delay from other projects and commitments.
3) Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices to residents, utilities, and other agencies necessary and incidental to the due and lawful prosecution of the Work.
4) Contractor shall, at all times, observe, and comply with all Federal, state, and local laws, ordinances, and regulations existing at the time of or enacted subsequent to the execution of the Contract which, if in any manner, effect the prosecution of the Work.

DETAILED SPECIFICATIONS

Tree Inventory

Contractor shall perform the following services:

1) Location - Identify the location of each tree and/or site. Each site shall be organized by sequential tree site number and include street names, block side, corner locations, etc. and shall be identified by Global Positioning System (GPS).
2) Species - Trees are to be identified by genus and species using both botanical and common names and by cultivars, where appropriate.
3) Tree Size - Diameter is to be measured to the nearest inch in on-inch size classes at 4 ½ feet above ground, or diameter breast height (DBH).
4) Stems - The number of stems on trunks splitting less than one foot above ground level is to be recorded.
5) Condition - The general condition of each tree to be rated according to the following categories adapted from the International Society of Arboriculture rating system:
    - Excellent - 100%

- Good - 80%
- Fair - 60%
- Poor - 40%
- Critical - 20%
- Dead - 0%

6) Primary Maintenance Needs - The following primary maintenance needs shall be determined based on the Tree Care Industry Association (TCIA) ANSI A300 standard specifications:
    - Removal: Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown.
    - Large Tree Clean: These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Trees in this category are large enough to require bucket truck access or manual climbing.
    - Small Tree Clean: These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
    - Young Tree Clean: These are young trees that must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole pruner by a person standing on the ground.
    - Stump Removal: Stumps designated for removal pose a safety risk
7) Secondary Maintenance Needs - The following secondary maintenance needs will be determined based on TCIA ANSI A300 standard specifications:
    - Raise: Trees requiring pruning to remove low branches that interfere with sight and/or traffic.
    - Reduce: Selective pruning to decrease height and/or spread of the crown in order to provide clearance for electric utilities and lighting.
    - Thin: The selective removal of water sprouts, epicormic branches, and live branches to reduce density.
    - Restoration: Selective pruning to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, avoid access impairment, and uphold the intended usage of the facility/utility space.
    - None: No secondary maintenance is recommended for the tree.
8) Risk Assessment - A risk rating shall be assigned using an assessment protocol based on the USDA Forest Service Community Tree Risk Rating System. These factors shall include:
    - Probability of Failure - 1 to 4 points
    - Size of Defective Part - 1 to 3 points
    - Probability of Target Impact - 1 to 3 points
    - Other Risk Factors - 0 to 2 points
9) Risk Rating - The overall risk rating of the tree shall be indicated, based on the sum of the above risk assessment field values:

- No Risk Rating - 0
- Low Risk Rating - 3 to 4
- Moderate Risk Rating - 5 to 6
- High Risk Rating - 7 to 8
- Severe Risk Rating - 9 to 10

10) Observations - General observations warranting recognition shall be noted including, but not limited to, the following:
    - Cavity/Decay
    - Grate/Guard
    - Improperly Installed
    - Improperly Mulched
    - Improperly Pruned
    - Mechanical Damage
    - Memorial Tree
    - Nutrient Deficiency
    - Pest Problem
    - Poor Location
    - Poor Root System
    - Poor Structure
    - Remove Hardware
    - Serious Decline
    - Signs of Stress
11) Further Inspection - Trees which require annual inspection.
12) Clearance Requirements - Pruning necessary to meet clearance standards over streets, sidewalks, and parking areas is to be noted where branches are considered to be interfering with the movement of vehicles or pedestrians or where they are obstructing signs, street lights, or are in a motorist line of sight.
13) Hardscape Damage - Where trees are present, damage to curbs and cracking or lifting of sidewalk pavement 1-inch or more shall be noted.
14) Above Ground Utilities - The inventory shall indicate the presence of overhead utilities at the tree site.
15) Growing Space Type - Growing space locations shall be categorized as:
    - Island
    - Median
    - Natural Area
    - Open/Unrestricted
    - Raised Planter
    - Tree Lawn/Parkway
    - Well/Pit
    - Other
16) Growing Space Size - The minimum width of growing space for root development is recorded.
17) Additional Notes - Additional information of importance shall be noted.

18) Date of Inventory and Technician Information - List the date the survey was performed and the name of the technician that performed the survey
19) Each inventoried tree shall include a photo of that tree for reference.

BIDDER QUALIFICATIONS

1) Contractor shall have no less than two (2) Certified Arborists as designated by the International Society of Arboriculture on staff.
2) Certified arborists on staff must have been employed with the Contractor for at least one (1) year.
3) Have one (1) year of experience in Urban Forestry and/or Arboriculture.
4) Previous inventory experience in a municipal setting.
5) Contractor must have previous experience with iTree software or equal and possess the ability to deliver to the City the inventory data in iTree format or equal.
6) Preference will be given to Contractors with staff having a four (4) year degree in Urban Forestry or a related field of study, or having a combination of knowledge and experience equal to such qualifications.

INVENTORY SOFTWARE

1) A tree inventory data management software program shall be provided. The software program required by the City shall be accessible by Microsoft Windows 7 SP1 (Service Pack 1) or higher and shall be capable of supporting a tree inventory that has geographic information systems (GIS) data associated with it.
2) The software program shall be specifically designed for ease of use, and consist of an administration center, query system that supports any combination of available data fields, a calls module, a work order and work history module, and a reporting system that has customizable reports that can be saved. With available GIS data, a mapping window will be used to display and manage the geographically referenced tree inventory data, and to track tree work and maintenance history.
3) On the primary map page, points representing the individual tree contained within the inventory database will be displayed, along with various base map layers. The map page shall provide the user with the following basic functions of GIS:
    - Zoom
    - Pan
    - Label
    - Identify
4) The tree point data shall be able to be manipulated directly on the map by means of:
    - Add
    - Delete
    - Move
    - Edit
5) The software shall provide the user with a visual representation of the tree inventory.
6) A map window must utilize the ESRI shapefile format and/or .tif image files. The tree data must be stored with an ODBC data source, and capable of existing in Microsoft

Access or Excel. Tree attributes shall be exportable for use in spreadsheets or other database software and the tree shape file should be exportable for use in other ESRI products now or in the future.

PART V: BID PAGE
Bid No. 21-16
RFP – Tree Inventory

Bidder must complete the following section in its entirety, and sign and date where indicated.

A. TOTAL PRICE: (Price to be FOB City of Pleasant Hill. Prepay and allow the freight to delivery location as specified herein.

Base Bid	Total

B. ACCEPTANCE OF BID BY CITY:

The city shall have_____ calendar days (60 calendar days unless a different period is inserted by bidder) from the date of opening, to accept bidder's offer.

C. TERMS/ DISCOUNTS: Net____ DISCOUNTS OFFERED:____%____days
(after receipt of invoice) (for prompt payment)

D. SIGNTURE(S):

Company Name and Address

_____

_____

_____

DATE_____

Signature Authorized Representative

_____

Title_____

Telephone_____