

CITY OF JASPER, ALABAMA
P. O. Box 1589
400 19th Street West
Jasper, Alabama 35502

Date: January 25, 2018

Bids to be opened at 11:00 A.M.
Date: February 26, 2018

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

Derleda Abrom, Purchasing Agent
City of Jasper, Alabama

Specifications: **TREE AND STUMP REMOVAL SERVICES
PRUNING SERVICES CONTRACT**

SEE ATTACHED SHEETS

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

TO BE COMPLETED BY BIDDER

We are in position to furnish the above at the prices shown and can make shipment within _____ calendar days after receipt of order. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Name of Firm

By _____

Name

Title _____

(Bids made out in pencil will not be accepted.)

ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.

**CITY OF JASPER
TREE AND STUMP REMOVAL
PRUNING SERVICE CONTRACT
INVITATION TO BID**

SCOPE:

The intent of this Invitation To Bid is to establish a contract to provide all supervision, labor, tools, equipment and services required to perform tree and stump removal, limb pruning services for the City of Jasper, Alabama. Please bid each item listed on the following page with city cleanup and contractor cleanup. The City of Jasper reserves the right to ask for and receive a discount on multiple tree service at the same location. The contract period shall be for a twelve-month period from the date of contract award with an option to issue a second and third contract with same pricing, terms and conditions and agreement by both parties for second and third twelve-month periods. All bids can be held for a period of sixty days after bid opening before awarding the contract

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affects the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, compatibility as required, other costs, or other objective and accountable factors which are reasonable. Any exceptions to specifications or conditions must be listed on a separate sheet and attached to bid proposal.

The successful bidders will be expected to make service calls as needed by the City departments. All service personnel will be required to furnish the employees of the Department receiving the service with an invoice. The City employees in turn will sign the invoice for all services provided. Each invoice must include the priority tree, class, and type of service. Vendors should make sure the Department receives original and two copies of the invoice or payments may be delayed

All bids/proposals shall be submitted in the form and manner indicated by the bid documents and bid forms. Any bid/proposal which is not submitted in form and manner indicated which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal/bids submittal for the purposes of making an award, or which alter any bid terms, condition specifications, or forms, which has not been previously by written addendum from Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive and shall be rejected. Any proposals/bids that do not fully respond to all detailed specifications or requests for information including execution of proposal forms may be declared "non-responsive" and recommended for rejection.

Whenever in this invitation, any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description only, and will be deemed to be followed by the words, "or equal". Bidder to show that the alternative product is, in fact, equal to the product required in the specifications must provide proof satisfactory to the City.

All requests for interpretation of any portion of bid may be made by telephone to the City Purchasing Agent at (205) 221-2100. All replies will be given verbally and a copy of any inquiry and advice, if deemed vital by Purchasing Agent, will be made available to each prospective bidder

The City will notify the Contractor of the service need describing the number and size of each tree or stump to be removed, or other work to be preformed. The contractor shall within seven (7) calendar days of receipt of notice complete the work required unless otherwise authorized by the City. Priority one trees must be removed with twenty-four hours of notice of need. Failure of the Contractor to comply shall be sufficient cause to give notice that the Contractor is in default under the Contract.

The Contractor shall be responsible for locating any underground services in the work area that could be damaged by contractor's operation. Contractor shall be responsible for all claims for damage to underground and overhead utility service. The contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract.

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. Contractor will be considered in default of contract if/when they have not delivered the before mentioned responsibilities for a period of two scheduled dates.

As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

Any disputes over the interpretation and and/or performance of conditions or responsibilities shall be resolved at sole discretion of City Purchasing Agent.

Contractor shall maintain in force at its own expense: (I) all insurance required by any applicable federal, state or local statues, laws, rules or regulations; (II) the forms of insurance coverage identified below in at least the amounts specified. Contractor agrees to take all actions necessary to have owner designed as an additional insured under all insurance policies of Contractor acquired or maintained to fulfill the insurance requirements of this contract. Contractor waives any and all rights of recovery against the City for any loss or damage covered by insurance acquired or maintained by Contractor or for its benefit. Including all rights that might otherwise accrue to any subrogee. Contractor shall be responsible for and bear the risk of any and all non-coverage, exclusions, and deductibles of any fire, property, or "Builder's Risk" insurance maintained by the City on the Work and/or the Project. Before commencing any of the contract, Contractor must furnish to the City an insurance certificate specifically demonstrating that all required insurance is in force and showing that no cancellation or modification of such insurance that may adversely affect the interests of the City can become effective in less than thirty (30) days after written notice of said modification or cancellation has been received by Contractor.

EACH BIDDER MUST SUPPLY WITH THE BID A CERTIFICATE SIGNIFING THE CONTRACTOR HAS THE FOLLOWING COVERAGE:

- I. Workmen's Compensation – Statutory – Mandatory
 - (A) Employer's Liability - \$ 100,000

- II. Comprehensive General Liability
 - (A) Limits of Liability
 - (1) Bodily Injury: \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
 - (2) Property Damage: \$100,000 each occurrence \$ 100,000 aggregate

 - (B) Policy shall include the following types of coverage:

- (1) Premises & Operations
- (2) Independent Contractors
- (3) Products & Completed Operations
- (4) Broad Form Extended liability Endorsement
- (5) Contractual Liability (This insurance shall cover all contractual agreements, both oral and written, including, but not limited to, the hold harmless and indemnification agreements of Contractor set forth in this Contract in favor of Contractor)

III. Automobile Liability- Comprehensive Form

(A) Limits of Liability
Combined Single Limit - \$500,000

(B) Uninsured Motorist
Combined Single Limit - \$ 25,000

IV. Umbrella

(A) Limits of Liability - \$ 1,000,000
(B) Self-Insured Retention - \$ 10,000

Contact person: Derleda Abrom, Purchasing Agent

Phone: (205) 221-2100

Fax: (205) 221-8522

Email: dabrom@jaspercitey.com

GENERAL:

Trees shall be removed in accordance with applicable industry standards with extreme care shall be taken to prevent personal injury or damage to adjacent homes, trees and other vegetation, driveways, sidewalks, streets and other property, either public or private. Any damage to trees or property caused by Contractor shall be repaired immediately, to the satisfaction of the City, at no additional cost to the City. The casualty loss suffered by the City when the Contractor damages a tree beyond repair will be accounted for by the tree being removed (and the stump ground out) by the Contractor at no cost to the City; the tree shall be replaced with a nursery-grown specimen of size and species determined by the City. Stumps and bracing roots shall be ground down to a depth of 6 inches below grade. Chips and residue may be returned to the hole to level grade. The Contractor shall legally dispose of all trees, limbs, and excess grindings removed under this contract. A layer of topsoil at least three (3) inches shall be placed over the stump area. The area shall be crowned at least two (2) inches above surrounding grade to allow for settling and shall be raked smooth.

The contractor shall restore any turf areas and grades damaged by vehicular or mechanical operation to their original condition. All debris resulting from Contractor's operations shall be cleaned up each day before the work crew leaves site, unless permission is given by the City to do otherwise. All lawn areas shall be raked all streets and sidewalks shall be swept or blown, and all brush, branches, and logs shall be removed from the site. Work areas shall be left in a condition equal to that which existed prior to the commencement of the Contractor's services.

BID PRICE SHEET

DEFINITIONS

Priority One – trees that are potential safety hazards and high liability risks

Priority Two- trees that do not pose as great a liability or hazard as priority one

Priority Three – minimal liability

TREE AND STUMP REMOVAL

Please price on a unit price for tree/stump removal by diameter class and priority. Diameter class is based on measurement taken at 4.5 feet from ground for trees and 6 inches from ground for stumps.

| | | <u>City Cleanup</u> | <u>Contractor Cleanup</u> |
|-------|---|----------------------------|----------------------------------|
| (I) | Class A Up to 6 inches in diameter | | |
| | Tree removal only | _____ | _____ |
| | Stump removal only | _____ | _____ |
| | Tree and stump removal | _____ | _____ |
| (II) | Class B Over 6 inches to 12 inches in diameter | | |
| | Tree removal only | _____ | _____ |
| | Stump removal only | _____ | _____ |
| | Tree and stump removal | _____ | _____ |
| (III) | Class C Over 12 inches to 18 inches | | |
| | Tree removal only | _____ | _____ |
| | Stump Removal | _____ | _____ |
| | Tree and Stump removal | _____ | _____ |
| (IV) | Class D Over 18 inches to 24 inches | | |
| | Tree removal only | | |
| | Priority One | _____ | _____ |
| | Priority Two | _____ | _____ |
| | Priority Three | _____ | _____ |
| | Stump Removal only | _____ | _____ |

| | <u>City Cleanup</u> | <u>Contractor Cleanup</u> |
|------|-----------------------------|---------------------------|
| (IV) | | |
| | Class D (con) | |
| | Tree and stump removal | |
| | Priority One | _____ |
| | Priority Two | _____ |
| | Priority Three | _____ |
| (V) | Class E | |
| | Over 24 inches to 30 inches | |
| | Tree removal only | |
| | Priority One | _____ |
| | Priority Two | _____ |
| | Priority Three | _____ |
| | Stump Removal only | _____ |
| | Tree and stump removal | |
| | Priority One | _____ |
| | Priority Two | _____ |
| | Priority Three | _____ |
| (VI) | Class F | |
| | Over 30 inches to 36 inches | |
| | Tree removal only | |
| | Priority One | _____ |
| | Priority Two | _____ |
| | Priority Three | _____ |
| | Stump Removal only | _____ |
| | Tree and stump removal | |
| | Priority One | _____ |
| | Priority Two | _____ |
| | Priority Three | _____ |

| | | <u>City Cleanup</u> | <u>Contractor Cleanup</u> |
|-------|---------------------------|---------------------|---------------------------|
| (VII) | Class G Over 36 inches | | |
| | Tree removal only | | |
| | Priority One | _____ | _____ |
| | Priority Two | _____ | _____ |
| | Priority Three | _____ | _____ |
| | Stump Removal only | _____ | _____ |
| | Tree and stump removal | | |
| | Priority One | _____ | _____ |
| | Priority Two | _____ | _____ |
| | Priority Three | _____ | _____ |

Pruning

Please price on unit basis per diameter size and priority. Diameter size will be based on size measurement taken six inches from tree.

| | | <u>City Cleanup</u> | <u>Contractor Cleanup</u> |
|-------|--|---------------------|---------------------------|
| (I) | Large tree routine prune Requires use of bucket truck or climbing | _____ | _____ |
| (II) | Small tree routine prune Prune from ground | _____ | _____ |
| (III) | Priority One – hazardous limbs Greater than four inches in diameter | _____ | _____ |
| (IV) | Priority Two – hazard limbs Between two and four inches in diameter | _____ | _____ |

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State, & Zip: _____

Date: _____

Telephone: _____

Cell phone: _____

Fax Number: _____

E-Mail Address: _____