

BID #21-010

SPECIFICATIONS FOR  
TREE TRIMMING AND PRUNING  
LAMAR, MISSOURI

September 7, 2021

CITY OF LAMAR  
1104 BROADWAY  
LAMAR, MISSOURI 64759  
(417) 682-5554

## INFORMATION FOR BIDDERS

Bids will be received by the City of Lamar, Missouri (herein called the "Owner"), at City Hall, 1104 Broadway, on October 07, 2021, at 10:00 a.m. and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to City of Lamar, Bid # 21-010, Att: City Clerk, 1104 Broadway, Lamar MO. 64759. Each sealed envelope containing a Bid must be plainly marked on the outside as 21-010 Tree Trimming Bid. The envelope should bear on the outside the name of the Bidder and address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

All bids must be made on the required Bid Form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Each bidder shall specify in his proposal, in figures, a total price. The proposal shall not contain interlineations, alterations, or erasures. All entries on the proposal form shall be in ink. All errors in extensions or totals will be corrected by the Owner and such corrected extensions and totals will be used in comparing bids.

A proposal of an individual, including those doing business under a fictitious name, shall be signed by the individual, and his address shown. The signature shall be exactly the same as that appearing on the Contractor's qualification form.

A proposal by a partnership or joint adventure, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner", or one of the joint adventurers followed by the title "Joint Adventure" and the business address of the partnership or joint adventure shown. The true legal name and address of each partner and joint adventurer shall also be shown and shall appear exactly the same as that shown on the Contractor's Qualification Form.

A proposal by a corporation, whether acting alone or as a joint adventurer, shall show the address and name of the corporation and be signed by a person authorized by its Board of Directors to bind the corporation, with his title shown.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

No Bid Bond is required. Contractor shall be required to provide proof of \$1,000,000 General Liability Insurance and Workmen's Compensation Insurance.

The party to whom the contract is awarded will be required to execute the Agreement within fourteen (14) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the bidder to execute the Agreement, the owner may, at his option, consider the Bidder in default.

The owner, within thirty (30) days of receipt of Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the owner not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the Owner.

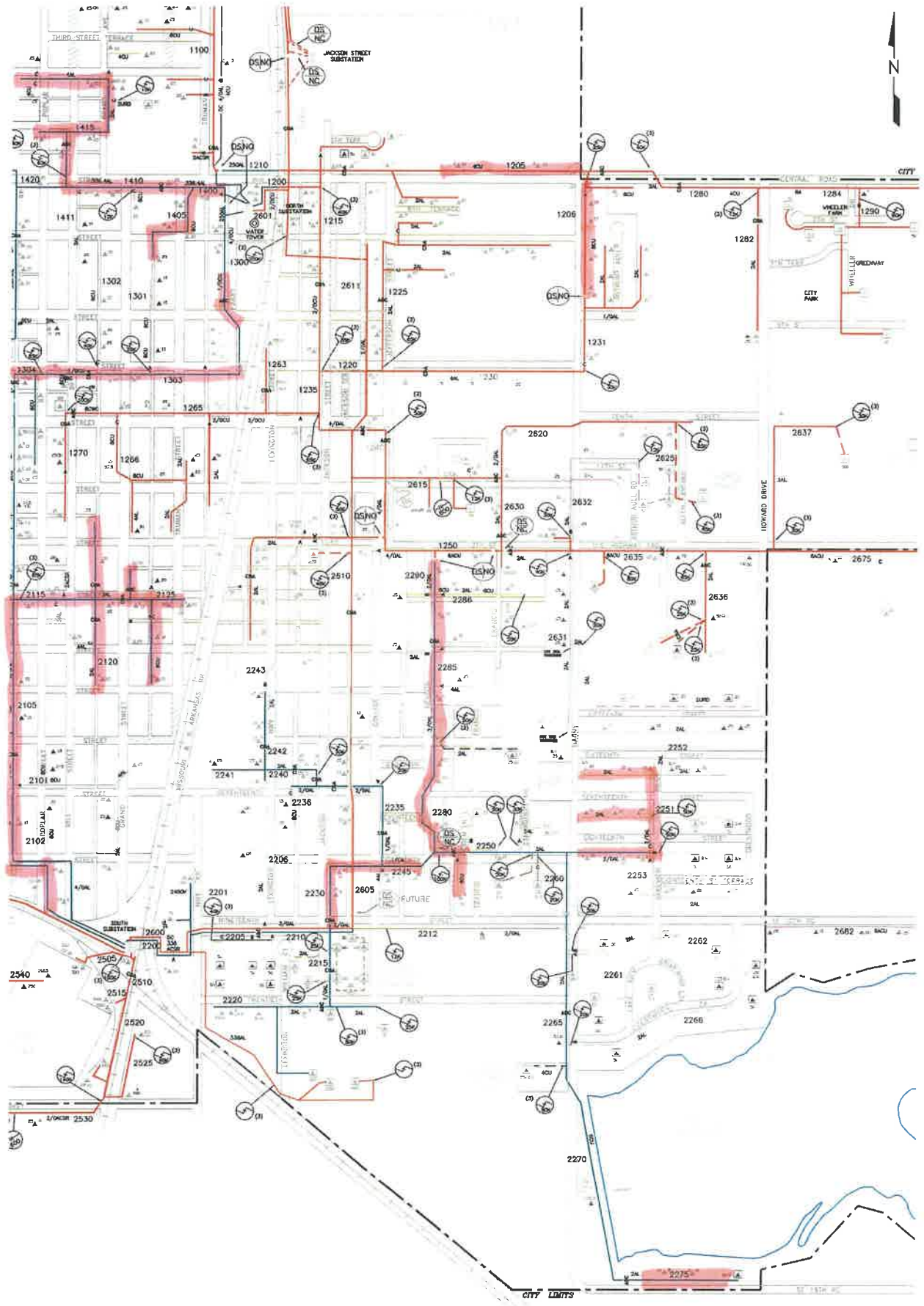
A Notice to Proceed may be delivered from time to time within the prescribed period of commitment. Contractor will begin work within fourteen (14) days when requested.

The owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional qualified bid will not be accepted.

Award will be made to the lowest responsive, responsible bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.



**BID #21-010**

In compliance with your advertisement for bids, Bidder hereby proposes to perform all work for the completion of the project known as Tree Trimming Project in strict accordance with the Contract Documents, within the time set therein, and at the prices stated on the attached bid.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

**TREE TRIMMING & PRUNING PROJECT**

\_\_\_\_\_ bids the total cost of the trimming, pruning and removal of trees, as shown on the map, at \$ \_\_\_\_\_.

NOTES:

Bidder shall begin requested work within 14 days of request. Work not commenced within 30 days may be given to others unless prior agreement is made with the city.

Disposal of trimming, wood and debris removed shall be the responsibility of the contractor.

The above price shall include all labor, materials, disposal of removed materials, overhead, profit, insurance, etc., to cover the finished work.

The City retains the right to reject all bids.

The Bidder further agrees that this bid will be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for the receiving of bids.

Upon receipt of written notice of the acceptance of this bid, same Bidder shall execute the formal contract attached within fourteen (14) days as required in the General Conditions.

ATTEST:

RESPECTIVELY SUBMITTED,

\_\_\_\_\_

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Seal (If Corporation)

\_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of October, 2021, by and between the City of Lamar, hereinafter called "Owner", and \_\_\_\_\_ "Contractor", doing business as an individual, (partnership), or (corporation) hereinafter called "Contractor".

1. The Contractor will commence and complete the Tree Trimming and Pruning Project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the Project described herein.
3. The Contractor will commence the work described in the Contract Documents within fourteen (14) calendar days after the Notice of Award is signed.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:  
Advertisement for Bids
  - A. Information for Bidders
  - B. Bid Forms
  - C. Agreement
  - D. Notice of Award
  - E. Notice to Proceed
  - F. Map
6. The owner will pay to the Contractor within 30 days of submitted invoice, provided work is approved by City.
7. This Agreement shall be binding for one year of the Agreement date and apply to all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) each of which shall be deemed an original on the date first above written.

OWNER:

City of Lamar, Missouri

By: \_\_\_\_\_

Russ Worsley  
City Administrator

(SEAL)

ATTEST:

\_\_\_\_\_  
Bev Baker, City Clerk

CONTRACTOR:

\_\_\_\_\_

(SEAL)

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

(Please type)

NAME: \_\_\_\_\_  
(Please type)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Employer's ID No.: \_\_\_\_\_

(if applicable)

## **HOLD HARMLESS – CONTRACTOR**

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising whether bodily injury or other personal injury (including death), or involving an injury or damage to property expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

### **(Insurance Requirements)**

CONTRACTOR shall purchase and maintain the following insurance, at CONTRACTOR's expense:

- Commercial General Liability Insurance with a minimum limit of \$ 1,000,000 each occurrence/ \$ 2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of \$ 1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

CONTRACTOR shall make CITY an additional insured on each policy of insurance that CONTRACTOR is required to maintain under the contract documents.

Similarly, CONTRACTOR shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds and required of CONTRACTOR.

Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

All completed operations coverages shall be maintained by CONTRACTOR and its subcontractors or suppliers for five (5) years following the completion of the work. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by CONTRACTOR and subcontractors is primary.

CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured.

CONTRACTOR agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CONTRACTOR or any of its subcontractors or suppliers is required to maintain under the contract documents.

Prior to commencing work, CONTRACTOR shall provide CITY certificates of insurance evidencing the required coverages.



CITY's receipt or review of any certificate of insurance reflecting that CONTRACTOR or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Revised November 2020

**NOTICE OF AWARD**  
**BID # 2010**

TO:

Project Description: TREE TRIMMING AND PRUNING.

The Owner has considered the Bid submitted by you for the above-described work in response to its advertisement for bids dated the \_\_\_\_\_ day of September 2021, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items as listed in the Bid Form.

You are required by the Information for Bidders to execute the Agreement within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within fourteen (14) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 07<sup>th</sup> day of October 2021.

City of Lamar  
Owner

BY: \_\_\_\_\_  
Russ Worsley - City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by  
\_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_