

Invitation to bid for
"Tree Removal, complete stump removal"

The City of Hillsboro is accepting bids from qualified contractors for tree and complete stump removal of certain trees in the city of Hillsboro right-of-way. Complete bid packages may be obtained at the City of Hillsboro Safety-Service Directors office located at, 130 N. High Street, Hillsboro, Ohio 45133 between the hours of 8:00 a.m. and 4:30 p.m. Complete bid documents must be received by 10:00 a.m. Thursday, September 3, 2009 at the office of the Safety-Service Director. At that time, all bids will be publicly opened and read aloud in the conference room. All bids must be sealed and marked "Tree Removal".

please publish 8/21 and 8/26/2009

Requirements and instruction to bidders

City of Hillsboro
Tree and stump removal

All bidders must observe the following requirements and instructions:

1. Proposal compliance

Bids shall be submitted on the enclosed forms. Incomplete proposals may be cause to disqualify the bid. An Authorized Representative/Agent of the bidder must sign the bid form.

The City of Hillsboro (City) shall be the sole judge as to whether any proposal complies with these requirements and instructions, and such a decision shall be final and conclusive. Bidders shall state, in writing, any exceptions taken to the bid specifications by referencing the proper section and page number.

2. Bid return envelope

All bids shall be submitted in a sealed, opaque envelope clearly labeled with the name of the bidder. Bids should be addressed to the Office of the Safety- Service Director, 130 N. High Street, Hillsboro, Ohio 45133

3. Bid proposal/price

Each bidder must use the prescribed form and complete all blank spaces in ink or be typewritten. A duly authorized person must sign the bid form and identify the representative/agent's title.

4. Right of rejection

The city reserves the right to reject or accept any and all bids in whole or in part or waive any informality or technical defects in proposals received if, in its sole opinion, it is the best interest of the city to do so.

5. Methods of award to lowest qualified bidder

- a. The city reserves the right to award the bid which, the city solely determines best meets the specifications and is in the city's best interest. The total price for the trees listed shall be the basis for award.
- b. The city will not award the proposal to any corporation, firm or individual who is in arrears or in default to the city with regard to any debt, contract, security or any other obligation to the city.
- c. The will accept the proposal, which will, in its opinion, results in the satisfactory completion of the project with the most complete services offered which is most consistent with the city's needs. For this bid, the vendor's repair policy will be a factor in awarding this bid.
- d. In the event there is a discrepancy between the price written in works and in figures, the price written in words shall govern.

6. Familiarity with laws, site conditions and documents

Each bidder must be familiar and comply with the terms and conditions of all bid documents and with all federal, state and local laws, ordinances or regulations, which in any manner relate to this contract. The submission of a bid shall be construed as an assurance that the bidder has examined all terms and conditions outlined in the bid documents and all relevant federal, state, local laws, ordinances and regulations. The failure of the bidder to so familiarize himself shall in no way relieve any bidder from any obligation of the bid and work contemplated therein,

7. Qualification of bidder

The city may make such investigation, as it deems necessary to determine the ability of the bidder to comply with all bid requirements. The Bidder shall furnish to the city all requested information for this purpose. The city reserves the right to reject any proposal if the bidder fails to provide requested information or if the evidence submitted by the bidder or discovered by the city fails to satisfy the city that such bidder is qualified to carry out the obligations of the bid and the work contemplated therein.

8. Errors, interpretations and addenda

Should the bidder find any omissions, discrepancies or errors in the requirements, instructions, specifications or other bid documents or should the bidder be in doubt as to the meaning of those documents, the bidder should immediately, but not later than five business days prior to the date of the bid opening, notify the city. The city reserves the right to correct, amend or clarify such documents by a written interpretation or addendum. The City shall not make any oral interpretations to any bidder; nor shall any oral statement of the city be effective to modify any of the provisions of the bid documents.

9. Indemnification

The bidder shall at all times indemnify and hold harmless the City of Hillsboro and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the City of Hillsboro or (b) the contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or material man or by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment of defective design in construction or in performing the work, the existence of insurance shall in no way limit the scope of this indemnification.

10. Evidence of order (if applicable)

If notified of the acceptance of this bid within the acceptance period of thirty (30) days, the bidder agrees to having ordered the vehicle, equipment or material within five (5) working days of the "Notice to Proceed".

11. Right of owner to terminate contract

In the event that any of the provisions of this contract are violated by the contractor, or by any of his subcontractor, the city may serve written notice upon the contractor stating the provisions of the contract that were violated. The contractor shall have five (5) days to remedy the situation. Should violation not be remedied by the end of the five (5) day period; the city shall provide written notice to the contractor of its intent to terminate the contract. Such notice is to contain the reasons for such intention to terminate the contract, and the contract shall cease and terminate within

five (5) days. In the event of any such termination the city shall immediately serve notice thereof upon the contractor.

The City of Hillsboro reserves the right to cancel outstanding orders awarded against this bid, after reasonable time for delivery has elapsed.

12. Payment

Invoices shall be furnished to the Safety-Service Director at the completion of each section for verification and approval of the amount of work done and the amount earned by the contractor. An amount of 95% of the estimated amount due, less any payments previously made and /or and any monies to be held will be paid to the contractor monthly. The balance will be retained by the owner until final completion of the work. Final payment will not be made until final completion and acceptance by the City of Hillsboro of all work covered by the contract. The contractor agrees that he will indemnify and save the owner harmless for all claims growing out of the lawful demands of subcontractors. Laborers, supplies and assignees.

13. Non Collusion Affidavit

Each bidder shall complete the Non Collusion Affidavit include as part of these specification.

14. Delivery

Delivery of items or commencement of project shall be within 30 days of purchase order issuance or specified date scheduled in contract.

15. Risk of loss

Bidders agree to bear all risk of loss, injury or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction will not release the bidder from any obligation under this bid. Deliver shall be F.O.B.

16. Equal Opportunity- Affirmative Action

Each bidder with ten (10) or more employees shall complete the Certification of Bidder which is included as part of these specification. Bidders with less than ten (10) employees should indicate this on the certification and return it with their bid. A signature on the form certifies that the bidder does not discriminate on the basis of race, color, sex, national origin, age or disability, etc.

17. Insurance requirements

An Insurance Certificate shall be required to be filed with the City Auditor Certifying Coverage as described in this section. The contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the contractor and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the state of Ohio or otherwise acceptable to the City. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the contractor. Full disclosure of any nonstandard exclusions is required for all required coverage's. The City of Hillsboro must be listed as additional insured.

- Broad form commercial general liability coverage naming the City of Hillsboro as additional insured, written on a "per occurrence" basis"

General Aggregate \$2,000,000

Products/Completed Operations Aggregate \$1,000,000

Occurance Aggregate \$1,000,000

- Automobile Liability coverage, including coverage for owner, hired or borrowed autos: \$1,000,000
- Workers' Compensations Coverage (per Ohio law) and Employer's Liability Coverage; Coverage A at statutory limits and coverage B at limits of 100,000/500,000/100,000.

Or

"Certificate of Solvency" issued by Ohio Workers' Compensation Commission for self- insurers.

- Professional errors and omissions coverage for (i.e. architects, engineers, etc.): \$1,000,000.

If Contractor/Vendor is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Contract/Agreement, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any. The Contractor shall maintain coverage for the duration of the contract and for two years following the completion of the contract. It is further agreed that the contractor shall provide the city a thirty (30) day notice of cancellation, in advance of the retroactive date, and/or non-renewal. A purchase order for work shall not be issued until the City of Hillsboro has received the required Insurance Certificate.

18. Bid and Contract Security

In accordance with Section 153.54 of the Ohio Revised Code, the bidder shall file, with his bid, a Bid Guaranty in the form of either:

A bond for the full amount of the bid with surety or sureties satisfactory to the owner or;

A certified check, cashier's check or letter of credit pursuant to chapter 1305 of the Ohio Revised Code, for an amount equal to ten percent of the bid.

Certification of Bidder

Concerning Equal Employment Opportunities and/or Affirmative Action Policy License

I/we the bidder, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in the Ohio State law.
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports
- 4) I/we list job openings with federal and state employment services.
- 5) I/we are in compliance with the American with Disabilities Act.
- 6) I/we (check one):
_____ have an Affirmative Action Program, or
_____ employ 10 people or less, or the law is not otherwise applicable to us.

Bidder – Company name

Name

Title

Signature

Date

Non Collusive Affidavit of Bidders

Bid for: Tree and stump removal

The undersigned bidder, having fully informed themselves regarding accuracy of the statements made herein certifies that;

- 1) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- 2) The bidder, its employees and agents have not communicated the bid to any such person prior to the official opening of the bid.
- 3) The undersigned bidder is not (a) the owner of the property securing the subject liens ("Property"); (b) a general or limited partner of the Property's owner; (c) a relative of the Property's owner; (d) a relative of a general or limited partner of the Property's owner; (e) a parent or subsidiary of the Property's owner; and/or (f) an agent or attorney for any individual or entity described in (a)-(e) herein.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the City of Hillsboro to consider the bid and make an award in accordance therewith.

Legal Name of Bidder

Printed Name and Title

Business Address

Date

Special Provisions

Scope of Work:

The work to be completed under this bid shall consist of tree and complete stump removal and clean up. The Contractor shall provide adequate crew of men, equipment and materials to safely and efficiently complete an assigned project. Each such crew shall include an individual who shall be designated as the crew supervisor and who shall be responsible for the crew's activities and who shall receive instruction from the city and direct the crew to accomplish such work. All work shall be performed in strict accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush-Safety Requirements" with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists.

Should the low bidder not be available to complete an assigned project within a time frame acceptable to the Safety and Service Director, then the Director may award that part of the assignment to another bidder. The City reserves the right, at its sole discretion, to award a particular item or items of work to other than the low bidder when another bidder has demonstrated the clear ability to perform that particular item of work in a more qualified manner and to provide a higher quality finished product. The Owner reserves the right to decrease the scope of work to be done and to omit any work in order to bring the cost within available funds. The Owner further reserves the right, at any time during the progress of the work, to restore all or apart of any items previously omitted or reduced. Exercise by the owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the contract unit price shown for any item in the bid schedule regardless of the quantity performed. The Contractor shall be required to cut trees and stump removal or grinding is required as part of this bid. The total price of Item#1 shall be the basis for awarding the bid.

Schedule and Time of Completion

The Safety-Service Director and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment. The Contractor shall be required to complete all work including final restoration and cleanup within the stipulated time period. Prior to commencing work, he shall notify the Safety-Service Director forty-eight (48) hours in advance of the date he intends to actually begin work. The contractor will proceed with the work at such rate of progress to insure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the city that the contract times for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.