

**Notice to Bidders**  
**2020 Trimming & Removal of Trees Affected by 08/10/2020 Storm**  
**For City of Roland – Roland, Iowa**

**Service:** The City of Roland, Roland, Iowa is proposing to contract with a qualified Contractor for Trimming & Removal of Trees Affected by 08/10/2020 Storm located within the city limits. The proposals should reflect costs for providing all materials, equipment and labor to perform said work from start to finish.

**Time and Place for Filing Sealed Proposals.** Sealed bids for the work comprising each improvement as stated below must be filed before 4:00 p.m., local time, on September 14, 2020, in the office of the Owner, City Hall, City of Roland, 208 N. Main Street, Roland, Iowa 50236.

**Submit To:** Nathan Hovick, Public Works Director  
City of Roland  
208 N. Main St.; PO Box 288  
Roland, IA 50236-0288

**Contact:** Nathan Hovick, Public Works Director at 515-291-4894 or [rolandpublicworks@hotmail.com](mailto:rolandpublicworks@hotmail.com) if you have any questions or wish to discuss the project.

**Service Description (Scope):** The City of Roland has decided to request bids for the 2020 Trimming & Removal of Trees Affected by 08/10/2020 Storm. Included with the bid package is a list of the trees to be trimmed or removed and their approximate locations. This list is for the convenience of the contractor for bid purposes only. Contractors will also be removing “hangers” that are on private trees hanging over City property, a list for these is not provided. It is the Contractors responsibility to review the locations specified in the contract documents, and to submit an accurate bid. Due to the inherent nature of this contract, the visibility of the work to be completed, and the number of trees to be removed, no change orders will be granted due to the number of trees to be removed unless it exceeds 10% of the quantity of the project scope.

The following criteria will apply to the contract:

- 1) Bids shall be for an hourly rate for trimming trees and hangers and a cost for removing trees based on diameter measured roughly 4.5 feet off the ground. Quantities may change from what map and list shows.
- 2) The bidder shall visit the site of the work and shall familiarize himself with the extent of the complexities and difficulties which will be encountered in performing the work in accordance with the contract documents. Failure of the Bidder to familiarize himself with the requirements of the Specifications and the existing conditions at the work site shall not constitute a reason or basis for extra compensation. The bidder shall be held responsible for the completion of the contract in accordance with the terms thereof.
- 3) Removal of broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property.
- 4) FEMA does not fund removal of broken limbs or branches located on private property unless:
  - The limbs or branches extend over the public ROW;
  - The limbs or branches pose an immediate threat; and
  - The Applicant removes the hazard from the public ROW (without entering private property).

- 5) The City will be hiring an arborist to evaluate the trees and give guidance to which need removed and which just need pruning. This list will be provided once received by the City.
- 6) Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is ineligible if the threat can be eliminated by cutting it at the closest main branch junction.
- 7) Time spent on each tree must be recorded.
- 8) FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:
  - Has a split trunk;
  - Has a broken canopy; or
  - Is leaning at an angle greater than 30 degrees.
- 9) If a tree is removed for meeting the FEMA requirements in number 6, the reason must be documented.
- 10) If the tree is being removed for having a broken canopy, City staff must be notified to help determine if complete removal is necessary or if pruning will suffice.
- 11) Remove and properly dispose of all debris as a result of performing tree trimming service.
- 12) Upon approval from the City and given a Letter of Award, the Contractor agrees to perform the services between the dates of the **Notice to Proceed** through **November 30, 2020**.
- 13) Trimming and climbing personnel performing the service must be experienced and certified.
- 14) Contractor agrees to remove and properly dispose of applicable limbs, branches, logs and trimmings from the property by hauling to the Roland temporary tree dump in the lot east of the co-op.
- 15) Contractor shall perform the work in a professional manner, consistent with industry standards and as per specifications.
- 16) All activities shall be conducted in a manner which meets all existing regulations and requirements.
- 17) The work shall be performed in a professional manner and shall not negatively affect the City's public relations and existing relationships with area residence or the operation of the City Departments.
- 18) The selected Contractor will be required to supply all labor, equipment, and materials necessary to perform the services, coordinating, loading, transporting and proper disposal of tree waste.
- 19) A list of trees to be trimmed or removed is attached.

**Service Requirements:** The Contractor must meet all specifications and utilize methods as outlined in all attachments. The Contractor shall also meet the requirements and specifications in the following paragraphs.

**Proposal Description:** All total bid prices will be treated as **all-inclusive lump sum cost**, and no changes in bid prices will be accepted unless authorized by the City of Roland and the Contractor prior to being performed. Each bid has corresponding maps to show the exact area of where the work is to be performed.

**Project Requirements:** The contractor must meet all specifications, utilize methods as outlined in the contract documents, and perform all work in compliance with provision of OSHA Standards applicable to said work as well as all other federal or state environmental laws including environmental protection agencies.

**Proposal Requirements:** The Contractor shall submit one copy of the proposal. The City of Roland reserves the right to reject any or all proposals, re-advertise for new bids and to waive informalities that may be in the best interest of the City, or may opt not to do the project at all, and reserves the right to add or delete from the quantities as set out in this request to meet budgetary constraints.

**Contract Requirements:** The successful bidder will sign a contract within 10 days of acceptance. A copy of the City of Roland bonding and insurance requirements are included with specifications. The successful Contractor will be required to provide all necessary insurance, furnish a performance bond equal to 100% of the contract price, and enter into a contractual agreement with the City of Roland once the Request for Bids have been reviewed and accepted by the City.

**Basis of Payment:** Payment shall be full compensation for all labor, equipment, materials and incidentals required to complete this project(s) in accordance with the specifications and scope of work. Contract price shall also include mobilization and all required traffic control for the project. The contractor may request partial payment upon the satisfactory completion of each project Section or the completion of each process. The City of Roland Accounts Payable process is such that all invoices for payment must be approved by our City Council prior to checks being released. As a result, checks are mailed out the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. The invoice must be submitted to the City of Roland the Friday prior to the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month, which is when City Council meets.

**Indemnification to City of Roland:** The Contractor assumes the risk of all damages, loss, costs and expenses and agrees to indemnify and hold the City of Roland, its City Council, officers, agents and employees harmless from and against any and all liability, damage, loss, cost and expense which may accrue or result from the performance of this agreement by the Contractor.

**Liquidated Damages:** It is understood by the Contractor that all work under this Contract shall be completed no later than November 30, 2020. Liquidated damages for non-compliance with the completion dates provisions shall be \$500.00 (Five hundred dollars) per calendar day.

#### **Unbalanced Bids**

No unbalanced bids will be accepted. The Owner reserves the right to reject any or all bids that is determined to be in the best interests of the City.

#### **Conflict of Interest**

No member, officer, or employee of the City, or its designees or agents, no member of the government body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities, with respect to the program, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this program.

#### **Corrections**

Erasures or other changes in the bids shall be explained or noted over the signature of the Bidder.

#### **Time for Receiving Bids**

Bids received prior to the time of opening shall be securely kept, unopened. The official whose duty it is to open them shall decide whether the specified time has arrived, and no bid received thereafter shall be considered. No responsibility shall attach to the Owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids shall not be considered.

#### **Withdrawal of Bids**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

#### **Bidders Present**

At the time fixed for the opening of bids, their contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representative.

**Acceptance or Rejection of Proposals**

The Owner reserves the right to accept the Proposal which, in the judgment of the Owner, is the lowest and best bid, to award the Contract by sections if so specified in the Detailed Specifications, to reject any and all Bids, and to waive irregularities in the Proposals.

More than one Proposal from an individual, a firm, a partnership, a corporation, or any association under the same or different names, shall not be considered. When reasonable evidence exists that any Bidder is interested in more than one Proposal, it shall cause a rejection of all Proposals in which such Bidder is interested.

Any or all Proposals shall be rejected if there is reason to believe that collusion exists among the Bidders. Proposals received from participants in such collusion shall not be considered for the same work when and if Re-advertised. Proposals may be rejected from Bidders who are or have been in default on a previous Contract from the Owner.

**Time of Performance**

When not otherwise specified, the Bidder shall state the least number of calendar days (counting Sundays and Holidays) after date of receipt of Notice to Proceed, in which he will commence performance, and the number of calendar days after the date of receipt of Notice to Proceed, in which he will complete the work. In stating time the Bidder should make due allowances for difficulties which may be encountered. The Bidder shall not be excused because of difficulties, whether of weather or other factors, whether anticipated or not, unless by formal written suspension of the work by the Owner.

**Errors in Bid**

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, addenda, circulars, schedule and all other instructions pertaining to the work, which shall be open to their inspection. Failure to do so shall be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices the UNIT PRICE shall govern.

**Contract and Bond**

The Bidder to whom award is made shall, when required, enter into written contract on the approved contract form, with satisfactory security in the amount required within ten (10) days after the prescribed forms are presented to him for signature.

**Method of Award**

The lowest bid submitted by a responsible Bidder will be awarded the Contract providing such bid is considered reasonable and in the best interest of the Owner.

**Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though therein written out in full.

**Nondiscrimination in Employment**

By the submission of its bid, each Bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each Bidder agrees that if awarded a contract, it shall similarly bind contractually each subcontractor. In implementation of the foregoing policies, each Bidder further understands and agrees that if awarded a contract, he shall engage in affirmative action directed at promoting and ensuring equal employment opportunity in the

workforce used under the contract (and that it shall require contractually the same effort of all subcontractors whose subcontracts exceed \$100,000). The Bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain that amount of minority employment is the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.