

BID PACKAGE 2019-26

ON-CALL TREE AND STUMP REMOVAL/GRINDING SERVICE

Bid Opening October 15, 2019 3:00 p.m.

City of Joplin
Public of Works Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 531 (VOICE)
(417) 625-4738 (FAX)

Contents

BID PACKAGE 2019-26....1
ON-CALL TREE AND STUMP REMOVAL/GRINDING SERVICE....1
NOTICE TO BIDDERS....3
GENERAL INSTRUCTIONS....4
PART 1 - GENERAL....6
1.1 SUMMARY....6
A. SCOPE OF WORK....6
1.2 QUALITY ASSURANCE FOR CONTRACTOR....6
1.3 PERFORMANCE REQUIREMENTS....7
1.4 PROJECT CONDITIONS....8
PART 2.0 – CONTRACTOR....10
2.1 GENERAL REQUIREMENTS....10
2.2 GENERAL CONDITIONS....10
DEFINITIONS....11
UNAUTHORIZED ALIENS WORKERS ACT....12
CITY OF JOPLIN BID FORM – PROPOSAL....13
AGREEMENT....17

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 3:00 P.M., Tuesday, October 15, 2019 at the office of the Assistant Director of Public Works - Operations, located on the 4th floor of City Hall, 602 South Main Street, Joplin, Missouri, 64801 (or by mail to 602 South Main Street, Joplin, Missouri, 64801) to PURCHASE the following:

ON-CALL TREE AND STUMP REMOVAL/GRINDING SERVICE

This project includes the following: furnish labor, fuel, insurance, taxes, equipment, and other items necessary for the cutting, grinding, or removal of limbs, trees, and stumps at selected City locations including street right-of-ways, public grounds, or public easements across private property.

Specifications and bid forms are available online at http://www.joplinmo.org/Bids.aspx?CatID=17 or from Steven Martinez, by calling 417-624-0820, Ext. 531 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The contractor shall be licensed in the City of Joplin Missouri before entering the work of said contract. A **non-mandatory pre-bid meeting** will be held at **10:30 a.m., Tuesday, October 8, 2019** at the Joplin City Hall, 4th floor conference room.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The contract herein is not a prevailing wage contract; this contract is a maintenance contract between the successful bidder and the City of Joplin.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase
Finance Director

Publication Date: Sunday, September 22, 2019

GENERAL INSTRUCTIONS

All bids shall have a firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening. All bids shall be exclusive of Federal, State and City taxes.

Interpretations: No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to City Hall ATTN: Steven Martinez 4th Floor, 602 S. Main Street, Joplin, MO 64801 or emailed to Smartine@joplinmo.org and to be given consideration must be received prior to the Pre-Bid Meeting, Tuesday, October 8, 2019 at 10:30 a.m. Questions received after this date and time will not be answered.

Interpretations, supplemental instructions, or clarifications considered necessary by the Engineer in response to such questions will be issued in the form of written addendum to the contract documents and specifications which, if issued, will be posted to the City of Joplin Website on the www.Joplinmo.org webpage, not later than three days prior to the date fixed for the opening of bids.

Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addendum so issued shall become part of the contract documents.

Preference: Preference will be given to local vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below; if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a) Those businesses with only a local post office box; or
b) Those businesses with a sales presence in said radius; or
c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

Bid Review: Once the bids are reviewed and evaluated, the successful vendor will be notified in writing in the form of an authorized purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way.

Minimum information to be submitted with each bid shall consist of the following:

- Bid Form (all lines completed)
- Unauthorized Aliens workers Act (FWAP) (all lines completed)

Method of Award: Lowest Qualified Bidder. If at the time this contract is to be awarded, the lowest Total Base Bid Amount for the **On-call Tree and Stump Removal/Grinding Service**, submitted

by a responsive, responsible bidder, does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the Total Base Bid Amount.

Grievances: Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time has elapsed will not be considered.

MARK BID ENVELOPES; "BID PACKAGE 2019-26 TREE AND STUMP REMOVAL/GRINDING SERVICE; Tuesday, October 15, 2019"

PART 1 - GENERAL

1.1 SUMMARY

A. SCOPE OF WORK

1. For the cutting, grinding, or removal of limbs, trees, and stumps at selected City locations including street right-of-ways, public grounds, or public easements across private property.
2. Must possess a bucket truck for safe removal of large diameter trees or trees of a height of 25 feet or higher.
3. On call contract will consist of an annual amount no less than $12,000.00 per year.
4. Must be available for tree removal and stump removal or grinding within a one-week notice.

1.2 QUALITY ASSURANCE FOR CONTRACTOR

A. Contractor Qualifications: A qualified firm that is approved, authorized, or licensed by City of Joplin and has experience in limb, tree, and stump removal.

B. **EXISTING BUILDINGS AND GROUNDS**: Contractor shall protect existing buildings, walks, drives, hardscapes, utilities, lawn, landscape, and trees from damage.

C. **PROPERTY DAMAGE:** The Contractor shall be responsible for any injury or damage to property or persons which may be caused by his tree removal work. This shall include, but not be limited to, marring or rutting the land with his equipment and/or damage to existing fences, buildings, or driveways, hardscape, lawns and other trees. Divots/low spots created by tree removal shall be filled topsoil prior to leaving the job site.

D. The Contractor shall remove the trees and/or remove or grind the stump as designated by the City.

E. **COMPLAINTS:** All complaints received from property owners of any nature whatsoever shall be immediately reported to the City but shall be the responsibility of the Contractor to resolve, without cost to the City.

F. Contractor must sign agreement and have the minimum General Liability Insurance in the amount of at least one million dollars ($1,000,000.00).

G. Winning bidder will meet with City Joplin personnel to review both planned removals as well as removal operations.

H. All employees employed on project must have OSHA 10-hour certification class as per State Law House Bill 1549.

I. The contractor will forfeit a penalty to the contracting public body of $2500 plus $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. (See section 292.675, RSMO, enclosed in the laws section.)

J. E - Verify: Contractors bidding on a contract for services in excess of $5,000 to provide a sworn affidavit and supporting documentation that affirms the participation in a federal work authorization program, such as E-Verify, and that the bidder will not employ illegal workers for the project. A contractor is only required to provide this affidavit to the City annually.

1.3 PERFORMANCE REQUIREMENTS

A. **General**: Provide cutting, grinding, or removal of limbs, trees, and stumps at selected City locations including street right-of-ways, public grounds, or public easements across private property.

B. Stump Removal or Grinding

1. Prior to removing a stump the Contractor shall contact Missouri One-Call (1-800-344-7483) and other potentially affected utility entities for location of underground utilities. Contractor shall also coordinate stump removal work with adjoining property owners for location of possible irrigation systems and other points of concern.

2. Stumps, root flares, surface root laterals shall be removed to a minimum depth of six (6) inches below grade for all stump grinding. Grade is defined as the elevation of surrounding soil that has not been displaced by the tree including its roots. Where tree planting is planned, complete stump removal will be required which shall constitute as the complete removal of both stump and root ball.

3. Should extra root removal be required, Contractor may contact City representative and, at the City's discretion, allowance may be made for additional compensation. The City representative must approve additional payment in writing.

4. No soil or grass mounds, humps or depressions shall be left upon completion of stump removal.

5. Stump chips shall be removed from the site upon completion of stump grinding unless authorized otherwise by the City.

C. The term of this contract shall be for one year beginning on the effective date of the contract. The City may, at its sole option, extend the contract for up to two (2) additional one-year terms upon written notice to the Contractor.

D. **Top Soil:** Stump holes shall be filled with topsoil at a thickness average to the area topsoil thickness with a minimum of six (6) inches depth.

1. Topsoil shall be fertile, friable, and loamy of uniform quality without admixture of subsoil materials and shall be free from materials such as hard clods, stiff clay, hardpan, partially disintegrated stone, stone larger than one (1) inch in diameter, and other impurities.
2. Topsoil shall be relatively free from vegetation debris. Topsoil shall be free of noxious weeds and other objectionable, undesirable vegetation that will prevent establishment of suitable turf.
3. Fill soil to be tamped down and raked smooth to match grade as much as possible. Contractor shall anticipate potential settling to reduce potential for future return to the site by crowning the affected area to a minimum depth of two (2) inches surrounding existing grade. In no case shall the final grade be more than six (6) inches above surrounding existing grade.

E. **SUPERVISION:** The Contractor shall be required to have a superintendent or a responsible foreman of the project in attendance when work is in progress.

1.4 PROJECT CONDITIONS

A. Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract. Divots/low spots created by tree removal shall be filled with topsoil prior to leaving the job site.

B. Signage and Barricades:

1. All traffic control signing and barricades shall conform to the current manual on uniform Traffic Control Devices published by the Federal Highway Administration.

2. The City of Joplin will provide the traffic control for any and all work affecting streets classified as arterial or collector within the City of Joplin. Contractor shall be responsible for any needed traffic control for work affecting residential streets.

3. The contractor must notify and receive permission from the City Traffic Engineer at least two (2) working days in advance of street closure dates for the project in order to allow sufficient time for public notification.

4. Work sites shall be confined to the smallest area possible, so maximum use of the street, sidewalk, and other byway is maintained and hazard to traffic is reduced to a minimum.

5. Traffic control devices shall be set up prior to the start of tree removal per all local, state, and federal laws and regulations and construction shall not begin until the signing and barricading has been approved. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic around their work.

6. The cost of providing flag persons, signs, barricades, and any other necessary traffic control devices to protect and safeguard the project area and to safely direct pedestrian and vehicular traffic around the project area shall be at contractor's expense and considered incidental to the project. Upon failure of the contractor to comply with any order of the City's representative, the City's representative shall have the authority to cause said conditions to be corrected and to deduct the cost from any payment due or to become due to the contractor.

7. No part of a tree during its removal shall be lowered onto any street without having persons stationed to stop traffic from both directions at the time said parts are being lowered unless the street has been barricaded in compliance as stated above.

C. **WORK AREA CLEAN-UP:** The Contractor shall be responsible for the removal and disposal of all pruning debris in accordance with applicable Federal, state, municipal or other governmental requirements and regulations, and in accordance with the City or affected property owner's requests. This shall include but not be limited to the disposal of wood chips and larger pruning debris at an appropriate dump site.

PART 2.0 – CONTRACTOR

2.1 GENERAL REQUIREMENTS

A. Each employee will use personal protection equipment (PPE) when needed.

B. The following are requirements for insurance to be on file in City Finance Dept.:

   a. Employer's Liability – Unlimited (as per RSMO 287.010 et seq.)

   b. Workmen's Compensation – Statutory

   c. Public Liability Insurance to include premises operation, products and completed operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion Collapse and Underground Property Damage – Limit of $2,865,330.00 for all claims arising out of a single accident or occurrence and $429,799.00 for any one person in a single accident or occurrence.

2.2 GENERAL CONDITIONS

A. By executing the contract, the Contractor represents that they have visited the site, familiarized themselves with all conditions under which the work is to be performed and correlated their observations with the requirements of the contract.

B. The Contractor shall be responsible for any permits and licenses necessary for the execution of the work.

C. The Contactor shall at all times enforce proper conduct among their employees and shall not employ on the project any unfit person or any work person not skilled in the task assigned to them.

D. The Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by their operations. On completion of the work, Contractor shall remove all waste materials and trash from the job site, as well as tools, equipment and surplus materials.

DEFINITIONS :

A. **Tree:** Vegetable growth six (6) inches in diameter and larger, measured three (3) feet above ground shall be classified as a tree.

B. **Brush:** Vegetable growth less than six (6) inches in diameter, measured three (3) feet above ground shall be classified as brush.

C. **Tree Removal:** removal of all tree trunk and associated tree limbs 6 inches above grade.

D. **Diameter at Breast Height (DBH):** Trunk as measured at a point 4.5 feet above the ground. In the case of trees with multiple trunks, the diameter shall be specified as one half the total diameter measurement of the three largest trunks. All diameters will be rounded up to the nearest inch measurement.

E. **Hazard Trees:** Trees or branches which could endanger electric lines, persons, personal property or real estate if broken or felled.

F. Stump Grinding: Removal of stump to a minimum of six inches below grade.

G. Stump Removal: Stump removal is classified as complete removal and elimination of both stump and root ball.

UNAUTHORIZED ALIENS WORKERS ACT

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is (name) _____ and I am the (Title) _____ of (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

CITY OF JOPLIN
BID FORM – PROPOSAL

SUBMITTED BY: _____
Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices and products/services information submitted.

BASE BID: TREE REMOVAL <u>ONLY</u> AS SPECIFIED HEREIN:
Tree Removal shall consist of removal of all tree trunk and associated tree limbs 6 inches above grade.

Diameter at Breast Height (DBH): Trunk as measured at a point 4.5 feet above the ground. In the case of trees with multiple trunks, the diameter shall be specified as one half the total diameter measurement of the three largest trunks. All diameters will be rounded up to the nearest inch measurement.

1.	Class A	Under six (6”) inches DBH	$_____ Each
2.	Class B	Six (6”) to twelve (12”) DBH	$_____ Each
3.	Class C	Thirteen (13") to eighteen (18”) DBH	$_____ Each
4.	Class D	Nineteen (19") to twenty-four (24”) DBH	$_____ Each
5.	Class E	Twenty-five (25") to thirty (30”) DBH	$_____ Each
6.	Class F	Thirty-one (31") to thirty-six (36”) DBH	$_____ Each
7.	Class G	Thirty-seven (37") to forty-two (42”) DBH	$_____ Each
8.	Class H	Forty-three (43") to forty-eight (48”) DBH	$_____ Each
9.	Class I	Forty-nine (49)" to fifty-four (54”) DBH	$_____ Each
10.	Class J	Fifty-five (55") to sixty (60”) DBH	$_____ Each
11.	Class K	Sixty-one (61") to sixty-six (66”) DBH	$_____ Each
12.	Class L	Sixty-seven (67)" to seventy-two (72”) DBH	$_____ Each
13.	Class M	Over seventy-two (72”+) DBH	$_____ Each

BASE BID FOR STUMP GRINDING <u>ONLY</u> AS SPECIFIED HEREIN:
All stumps to be grinded shall be grinded to a depth of minimum of 6” below grade regardless of diameter

14.	Class A	Under six (6”) inches DBH	$_____ Each
15.	Class B	Six (6”) to twelve (12”) DBH	$_____ Each
16.	Class C	Thirteen (13") to eighteen (18”) DBH	$_____ Each
17.	Class D	Nineteen (19") to twenty-four (24”) DBH	$_____ Each
18.	Class E	Twenty-five (25") to thirty (30”) DBH	$_____ Each
19.	Class F	Thirty-one (31") to thirty-six (36”) DBH	$_____ Each
20.	Class G	Thirty-seven (37") to forty-two (42”) DBH	$_____ Each
21.	Class H	Forty-three (43") to forty-eight (48”) DBH	$_____ Each
22.	Class I	Forty-nine (49)" to fifty-four (54”) DBH	$_____ Each
23.	Class J	Fifty-five (55") to sixty (60”) DBH	$_____ Each
24.	Class K	Sixty-one (61") to sixty-six (66”) DBH	$_____ Each
25.	Class L	Sixty-seven (67)" to seventy-two (72”) DBH	$_____ Each
26.	Class M	Over seventy-two (72”+) DBH	$_____ Each

BASE BID FOR STUMP REMOVAL <u>ONLY</u> AS SPECIFIED HEREIN:
Stump removal is classified as complete elimination of stump and root ball.

27.	Class A	Under six (6”) inches DBH	$_____ Each
28.	Class B	Six (6”) to twelve (12”) DBH	$_____ Each
29.	Class C	Thirteen (13") to eighteen (18”) DBH	$_____ Each
30.	Class D	Nineteen (19") to twenty-four (24”) DBH	$_____ Each

OTHER CHARGES:

31.	Mobilization Fee within Normal Business Hours:	$_____ Total
32.	Mobilization Fee outside Normal Business Hours:	$_____ Total

TOTAL BASE BID (sum of bid items 1 through 32) $_____Total

ADDITIONAL INFORMATION:

Specify normal business hours: _____

Specify response time after receipt of Purchase Order/Notice to Proceed during normal business hours: _____/Calendar Days

Specify response time after receipt of Purchase Order/Notice to Proceed outside normal business hours: _____/Calendar Days

Specify response time to emergencies after receipt of Purchase Order/Notice to during normal business hours: _____/Hours

Specify response time to emergencies after receipt of Purchase Order/Notice to outside normal business hours: _____/Hours

BIDDER understands that they may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the PROJECT to the ENGINEER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of major components of construction required. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the improvements.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

BIDDER understands that the City has the right to waive any informalities and maintains the right to reject any or all bids.

The undersigned agrees to enter into a contract within seven (7) days from notice of award should this proposal be accepted.

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.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Dated_____day of_____, 2019.

Company _____

Address _____

Signature _____

(Print Name) _____

AGREEMENT

THIS CONTRACT, made and entered this _____ day of _____, 2019, by and between the **City of Joplin**, A Municipal Corporation, Party of the First Part, and

CONTRACTOR

Contractor, Party of the Second Part,_____.

WITNESSETH: The said party of the second part hereby agrees with said party of the first part to furnish at his own cost and expense all labor, material, machinery, plant equipment, transportation and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and to pay for all labor and material, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees, and execute in connection herewith a good and sufficient performance bond in the amount of xxxxxxx Thousand and xxx/100 ($XX,XXX.XX) approved by the proper officer, as a guarantee to said City for:

ON CALL TREE AND STUMP REMOVAL/GRINDING SERVICE

And to perform the same in accordance with specifications of Bid Package 2019-026 and all the provisions of the Joplin City Code of 1998, as amended, and according to the City's Bid Specifications and the Contractor's Bid Response Form on file in the office of the Director of Public Works, Public Works Department. All of which are by reference made and part of this contract and to perform said work for the following prices to-wit:

BASE BID: TREE REMOVAL ONLY AS SPECIFIED HEREIN:
Tree Removal shall consist of removal of all tree trunk and associated tree limbs 6 inches above grade.

Diameter at Breast Height (DBH): Trunk as measured at a point 4.5 feet above the ground. In the case of trees with multiple trunks, the diameter shall be specified as one half the total diameter measurement of the three largest trunks. All diameters will be rounded up to the nearest inch measurement.

1. Class A Under six (6") inches DBH $_____ Each
2. Class B Six (6") to twelve (12") DBH $_____ Each
3. Class C Thirteen (13") to eighteen (18") DBH $_____ Each
4. Class D Nineteen (19") to twenty-four (24") DBH $_____ Each
5. Class E Twenty-five (25") to thirty (30") DBH $_____ Each
6. Class F Thirty-one (31") to thirty-six (36") DBH $_____ Each
7. Class G Thirty-seven (37") to forty-two (42") DBH $_____ Each

8. Class H Forty-three (43") to forty-eight (48”) DBH $_____ Each
9. Class I Forty-nine (49)" to fifty-four (54”) DBH $_____ Each
10. Class J Fifty-five (55") to sixty (60”) DBH $_____ Each
11. Class K Sixty-one (61") to sixty-six (66”) DBH $_____ Each
12. Class L Sixty-seven (67)" to seventy-two (72”) DBH $_____ Each
13. Class M Over seventy-two (72”+) DBH $_____ Each

BASE BID FOR STUMP GRINDING <u>ONLY</u> AS SPECIFIED HEREIN:
All stumps to be grinded shall be grinded to a depth of minimum of 6” below grade regardless of diameter

14. Class A Under six (6”) inches DBH $_____ Each
15. Class B Six (6”) to twelve (12”) DBH $_____ Each
16. Class C Thirteen (13") to eighteen (18”) DBH $_____ Each
17. Class D Nineteen (19") to twenty-four (24”) DBH $_____ Each
18. Class E Twenty-five (25") to thirty (30”) DBH $_____ Each
19. Class F Thirty-one (31") to thirty-six (36”) DBH $_____ Each
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21. Class H Forty-three (43") to forty-eight (48”) DBH $_____ Each
22. Class I Forty-nine (49)" to fifty-four (54”) DBH $_____ Each
23. Class J Fifty-five (55") to sixty (60”) DBH $_____ Each
24. Class K Sixty-one (61") to sixty-six (66”) DBH $_____ Each
25. Class L Sixty-seven (67)" to seventy-two (72”) DBH $_____ Each
26. Class M Over seventy-two (72”+) DBH $_____ Each

BASE BID FOR STUMP REMOVAL <u>ONLY</u> AS SPECIFIED HEREIN:
Stump removal is classified as complete elimination of stump and root ball.

27. Class A Under six (6”) inches DBH $_____ Each
28. Class B Six (6”) to twelve (12”) DBH $_____ Each
29. Class C Thirteen (13") to eighteen (18”) DBH $_____ Each
30. Class D Nineteen (19") to twenty-four (24”) DBH $_____ Each

OTHER CHARGES:
31. Mobilization Fee within Normal Business Hours: $_____ Total

32. Mobilization Fee outside Normal Business Hours: $_____ Total

TOTAL BASE BID (sum of bid items 1 through 32) $_____Total

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

And when the work embraced in this contract is fully completed agreeable to the specifications and stipulations thereof and accepted by said City and upon certification to the Director of Finance, the contractor will be paid in cash. The agreement is for one year and can be extended if both parties mutually agree to arrangement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

CONTRACTOR:

By _____

Printed Name _____

Title _____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By _____
David Herzberg, P.E., Public Works Director