



## CITY OF IOWA CITY

410 East Washington Street  
Iowa City, Iowa 52240-1826  
(319) 356-5000  
(319) 356-5009 FAX  
[www.icgov.org](http://www.icgov.org)

**DATE:** November 25, 2015

### **REQUEST FOR BID: #16-111 Tree and Stump Removal Services for the City of Iowa City Forestry Division**

**NOTICE TO BIDDERS:** Sealed bids will be received at the Office of the City Clerk, 410 E. Washington Street, Room 140, Iowa City, Iowa 52240, until the time and date specified below.

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Bid can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than **December 7, 2015, 5:00 p.m. (local time)**.

**Purchasing:**

Mary Niichel-Hegwood  
Purchasing Agent  
(319) 356-5078

[mary-niichel@iowa-city.org](mailto:mary-niichel@iowa-city.org)

**No faxed or e-mailed bids will be accepted.**

**ADDRESS BIDS TO:** Attention of the City Clerk's Office, Iowa City, City Hall, 410 E. Washington Street, Room 140, Iowa City, IA 52240. Bids must be received by the City Clerk's Office **no later than 2:30 p.m. (local time), December 14, 2015**. Bids shall be in a sealed envelope and clearly marked on the front "**Request for Bid #16-111, Tree and Stump Removal Services for the City of Iowa City Forestry Division.**"

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated above.

**BID OPENING:** **December 14, 2015, 2:30 p.m. (local time)**, City Hall, Helling Conference Room, 410 E. Washington Street, Iowa City, Iowa.

**INSURANCE AND BONDS:** **Insurance coverage will be required for this contract, Section III, 3, B.**  
**No bonding is required.**

**NO CONTACT POLICY:** After the date and time established for receipt of bids by the City, any contact initiated by any bidder with any City representative, other than the Purchasing Division representative listed herein, concerning this Request for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

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	Attachment: City Park Map

**SECTION I. BID REQUIREMENTS CHECKLIST**

**The following four items must be included in the vendor's submitted bid:**

**Section 1 – References**

The vendor must include at least three (3) current references where work has been performed similar in scope to this bid, including name and address of company, name, title, and phone number of contact person. References from the bidder must include agencies other than the City of Iowa City.

*The form provided in Section V must be used; substitute forms will not be accepted.*

**Section 2 – Tree and Stump Removal Services Cost Page**

A completed and signed Tree and Stump Removal Services Cost Page.

*The form provided in Section VI must be used; substitute forms will not be accepted.*

**NOTE: The City reserves the right to reject bids that are considered incomplete and do not contain the requested items listed above.**

**SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS BID**

**A. SCOPE OF WORK:**

The City of Iowa City is seeking contract pricing for the 2015/2016 winter season for tree and stump removal services at several locations within the City per the terms, conditions and specifications described herein. A description of each tree and its location is included in Section VI of the Request for Bid document. *Stumps are to be ground and filled as weather permits. All stumps are to be completed no later than May 1, 2016.*

The contract for tree and stump removal service will be awarded to one contractor.

**B. CONTRACT TERM:**

1. The contract period will commence upon issuance of the purchase order, with the contract period ending May 1, 2016.
2. No price escalation will be allowed once pricing has been submitted by the vendor.

**C. ADDITIONS TO CONTRACT:**

1. During the contract term the City may request pricing for additional locations. The City reserves the right to accept or reject the pricing submitted.
2. An amendment will be initiated by the Purchasing Division for any modifications to the Tree and Stump Removal Services Contract; this includes any requests made by the City for removal beyond those locations referenced in Section A - Scope of Work. The vendor will be able to proceed with the contract modification once both parties have signed the amendment and the Purchasing Division has issued a change order to the vendor for the contract modification.

**D. BID REQUIREMENTS:**

1. The bidder is responsible for all costs related to the preparation of this bid.
2. The format of the vendor's bid must be consistent with the format of the specifications listed.
3. No bid security or performance bond will be required for this contract.
4. Insurance is required before commencement of work, see Section III, B, 3.
5. Bidders are required to meet all qualifications and specifications of this Request for Bid in order to be considered for award.
6. The submission of a bid by the vendor implies the vendor's acceptance of the terms and conditions of this bid, unless otherwise stated.
7. Proposed pricing shall be F.O.B. destination. Proposed pricing shall include all trees, labor, materials, and equipment required to fulfill the scope of this contract.
8. At the time of the bid opening, it will be assumed that each bidder has read and is thoroughly familiar with the Request for Bid/Contract document. The failure or omission of a bidder to examine any document shall in no way relieve the bidder from any obligation in respect to its bid.
9. All bidders must be capable of performing the services specified in this document. Before the award of this contract, any bidder may be required to show that they have the necessary equipment, experience, ability, and financial resources to perform the work within the time stipulated in a manner that is acceptable to the City of Iowa City.

10. Bidders shall have adequate personnel and equipment to perform the work as specified. Bidders may be required to supply detailed statements covering equipment, experience of similar work and such statements of their financial resources as may be deemed necessary.

**E. LIQUIDATED DAMAGES:**

1. Basis for Liquidated Damages:
  - a. The City and Contractor [vendor, etc.] recognize that time is of the essence and that the City will suffer financial loss if the work is not completed within the times or by the dates specified in Section IV. General Conditions and Instructions for Forestry Projects, C. Pruning and Removal Time Lines [or an alternative date as determined by the City].
  - b. The City asserts that, and the Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the work is not completed as scheduled.
  - c. Accordingly, instead of requiring such proof, it is intended that the Agreement between the City and Contractor shall include provisions for Liquidated Damages to be paid for non-completion of the work (but not as a penalty) in accordance with the provisions outlined below.
2. Terms of Liquidated Damages:
  - a. Liquidated Damages in the amount of \$100.00 per day will be withheld from final payment from the City to Contractor for each calendar day that expires after the dates established for project milestones in Section IV. General Conditions and Instructions for Forestry Projects, C. Pruning and Removal Time Lines [or an alternative date as determined by the City] without the milestone or project being completed.
  - b. If Contractor abandons the project by words or action, Liquidated Damages in the amount of \$100.00 per day will be paid by Contractor to the City for each day that expires after the milestone or project completion date until the project is completed by the City or the Contractor selected by the City to replace Contractor.

**F. CONTRACT AWARD:**

1. Award of this contract will be made to the lowest responsive, responsible bidder whose bid, conforming to the solicitation, will be the most advantageous to the City of Iowa City. Past performance of the bidder and completeness of the vendor's submitted bid will be considered for award.
2. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all bids and to waive irregularities or technicalities in any bids when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Bid. The City reserves the right to increase and/ or decrease the contract to the extent of funds available in the budget.
3. It is the intent of the City to make an award, in the form of a Purchase Order, within ten (10) working days of the bid opening date. Award will be made to one vendor for tree removal and stump removal services.
4. Award, if made, will be in accordance with the terms and conditions herein.
5. The Awarded vendor will be required to submit a current certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:

- The City of Iowa City will be named as additional insured
  - Project bid number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best
6. The City of Iowa City reserves the right to make changes to the contract after commencement of work.
  7. The Awarded vendor shall conduct the work so as not to conflict with any Federal, State, or local laws, ordinances, and regulations.
  8. The Awarded vendor shall not assign or sublet any portion of his contract without the written consent of the City of Iowa City.
  9. Due to weather conditions, tree and stump removal may occur on separate occasions. In this instance the City will proceed with payment on work that has been performed by the awarded vendor and approved by the City. Payment for stump removal will then occur after the work has been performed by the awarded vendor and approved by the City. As stated in the scope of work, ***all stumps are to be completed no later than May 1, 2016.***

**THE ABOVE CONDITIONS AND INSTRUCTIONS CLARIFY THIS SPECIFIC REQUEST FOR BID PACKAGE BUT ARE IN ADDITION TO THE ATTACHED GENERAL CONDITIONS AND INSTRUCTIONS.**

**SECTION III.**  
**CITY OF IOWA CITY – PURCHASING DIVISION**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The general rules and conditions which follow apply to all bids issued by the City unless otherwise specified. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk.

Bids and contracts issued by the City of Iowa City shall bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

“**Bid**” as referenced herein shall include all bids, quotations and proposals.

“**Bid date**” as referenced herein shall mean the local date and time specified in the bid documents.

**A. CONDITIONS FOR BIDDING**

1. **NO CONTACT POLICY**. After the date and time established for receipt of bids by the City, any contact initiated by the bidder or by a City representative, other than the Purchasing Division representative listed herein, concerning this Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF BID**. Bidder shall supply all information and submittals required by the bid documents to constitute a proper bid. Bid shall be signed with the firm name and by an authorized agent.
3. **ADDRESSING OF BID**. Unless otherwise specified, faxed or e-mailed bids will not be accepted. Bid shall be submitted in a sealed envelope or box clearly marked on the front with bid number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office  
City of Iowa City  
410 E. Washington St., RM 140  
Iowa City, Iowa 52240-1826

4. **BID DEADLINE/OPENING**. Bidder shall be responsible for taking whatever measures are necessary to ensure that the bid reaches the office of the City Clerk or otherwise specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any bid delayed in the postal or other delivery service, or in the City's internal mail system, nor any late bid, amendment thereto, or request for withdrawal of bid received after the date specified.

Bidders and/or their authorized agents may be present if a formal bid opening is held, at which time all bids shall be opened and cost data read aloud.

A written request for withdrawal of a bid or any part thereof may be granted, provided the request is received by the City prior to specified bid date.

Bids received after the time and date specified on the request for bid will not be opened and will not be considered for award.

5. **BIDS BINDING 30 DAYS**. Unless otherwise specified, all formal bids submitted shall be binding for thirty (30) calendar days following bid date, unless the bidder(s), at the City's request, agrees to an extension.

6. **TRADE SECRETS OR PROPRIETY INFORMATION.** Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
7. **BIDS FOR ALL OR PART.** Unless otherwise specified, bidder may restrict his/her bid to consideration in the whole by so stating, but shall name a unit price for each item bid upon; any bid on which the bidder names a total price for all items without quoting a price on each and every separate item may be rejected at the option of the City.
8. **DISCOUNT BIDS.** Discounts may be taken into consideration.
9. **MULTIPLE BIDS.** Bidders may submit more than one bid, provided the additional bid or bids are properly submitted on the bid forms.
10. **COMPETENCY OF BIDDER.** No bid may be accepted from or contract awarded to any person, firm or corporation which is in arrears or in default to the City of Iowa City upon any debt or contract, or has failed to perform faithfully any previous contract with the City. If requested, the bidder shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of this specification and contract documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
11. **COLLUSIVE BIDDING.** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, without prior knowledge of competitive prices, and it is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
12. **OFFICERS NOT TO BENEFIT.** Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
13. **EQUAL EMPLOYMENT OPPORTUNITY.** All bidders are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal anti-discrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Document. Emergency contracts are exempt from this provision.
14. **SAMPLES/LITERATURE REQUIRED.** When required, each bidder shall submit samples and/or catalogs, descriptive literature, detailed drawings, and other information necessary to fully describe the proposed commodity or service.  
  
Bidder shall bear the cost of and make arrangements for the delivery and removal of samples to the specified location. The City may retain awarded bidder's samples until delivery of contracted commodities and/or service has been completed and accepted. Unsuccessful bidders shall remove samples as soon as possible after bid award. The City shall not be responsible for such samples if not removed by the bidder within thirty (30) calendar days after the award has been made.
15. **BID SUMMARY.** Summary of bid award made will be posted to the City's web-site at [www.icgov.org/default/apps/equipment/commodities.asp](http://www.icgov.org/default/apps/equipment/commodities.asp) or mailed to those bidders who enclose a stamped, self-addressed envelope with their bid.

**B. BONDS AND INSURANCE**

1. **BID SECURITY**. When required, no bid shall be considered unless accompanied by either of the following forms of bid security:

- a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
- b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful bidder fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more bidders may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND**. When required, the successful bidder shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. **INSURANCE REQUIREMENTS**. When required, the successful bidder shall provide insurance as follows:

- a. Certificate of Insurance; Cancellation or Modification
  1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
  2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
  3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
  4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.
- b. Minimum Coverage
  1. Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

**Insurance Requirements**

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each	
	Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

**C. SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The bidder shall abide by and comply with the true intent of the specifications (not take advantage of any unintentional error or admission). Whenever herein mention is made of a commodity and/or service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the bid shall hold the bidder strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the commodity and/or service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the bid documents shall be made by addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City web-site [www.icgov.org/default/apps/equipment/commodities.asp](http://www.icgov.org/default/apps/equipment/commodities.asp). Interpretation, corrections or changes of the bid documents made in any other manner shall not be binding, and bidders shall not rely upon such interpretations, corrections or changes. Any addendum shall be issued by the City within a reasonable time prior to the bid date. It is the bidder's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Invitation to Bid prior to bidding.

**D. AWARD OF CONTRACT**

1. **AWARD OR REJECTION OF BIDS.** Unless otherwise specified, the contract shall be awarded to the lowest responsible and responsive bidder complying with the provisions of the bid documents, provided the bid price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all bids, to accept in whole or in part, to add or delete quantities, to waive any informalities in bids received, and to accept or reject any bid which deviates from specifications when in the best interest of the City. The City also reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder who, investigation shows, is not in a position to perform the contract.

In determining a bidder's responsibility, the City may consider the following qualifications, in addition to price:

- The quality, availability, adaptability and life cycle costing of the commodities and/or service.
- Guarantees and warranties.
- Ability, capacity and skill to provide the commodities and/or service required within the specified time.
- Ability to provide future maintenance and service.
- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the bidder's employment practices.
- Whether the bidder is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to bidder's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.

In determining a bidder's responsiveness, the City shall consider whether the bid conforms in all material respects to the bid documents.

2. **LOCAL PREFERENCE**

Preference may be given to local businesses or vendors that have a business located within Johnson County. This includes branch operations and franchises. Cost and other considerations being equal, local businesses shall be given first consideration for the purchase of goods or services. A local business or vendor that submits a quote or bid by the established deadline falling within 5% of the lowest bid will have the opportunity to match the lowest price submitted, but only if that price was submitted by a non-local vendor.

In this instance, the City representative responsible for issuing the solicitation will contact the local vendor/business that has fallen within the 5% threshold to request a price match. The business/vendor will have a twenty-four hour period to submit a written price match to the City representative. If more than one local business/vendor meets the criteria above, each local vendor will be given forty-eight hours to submit a lower bid in writing. All revised bids must be at or lower than the original lowest bid. At the close of the forty-eight hour period, the contract will be awarded to the lowest bidder, local or otherwise. In the event of a tie, the local vendor will be awarded the contract. If two or more local vendors tie, the award will be determined by coin flip. The local preference policy does not apply to Public Improvement projects, goods and services acquired through the Request for Proposal process, or purchases utilizing Federal Transit funds or Federal funding.

3. **STATE OF IOWA RESIDENT BIDDER PREFERENCE.** By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.
4. **FEDERAL TRANSIT FUNDS.** Purchases utilizing Federal Transit funds are not eligible for local or state purchase consideration.
5. **TIE BIDS.** If two or more bidders submit identical bids and are equally qualified, the City's decision to make award to one or more of such bidders shall be final.
6. **ERRORS IN BID.** Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions of bidding shall be construed in the light most favorable to the City. Any changes that are made to this bid (white out, crossing out, etc.) before submission must be dated and initialed in all areas that a change was made.
7. **CONTRACT AWARD.** A written award in the form of a Purchase Order or other instrument shall result in a binding contract without further action by either party.

**E. GENERAL CONTRACT PROVISIONS**

1. **INSURANCE/PERFORMANCE BOND.** When required, current Certificate of Insurance and/or Performance Bond in the amounts specified shall be on file with the City before work can commence.
2. **AVAILABILITY OF FUNDS.** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such commodities and/or service. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
3. **CHANGE IN LAWS.** In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
4. **CONTRACT ALTERATIONS.** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his/her contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, firm or corporation, without the prior written consent of the City, but in no case shall such consent relieve the Contractor from his/her obligations, or change the terms of contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for a full period specified and until all commodities and/or services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by contractor, to permit ordering or unordered balances or additional quantities at contract prices and in accordance with contract terms.
  - b. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - c. Terminated due to default, as described below.
7. **DEFAULT.** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
8. **DELIVERY FAILURES.** Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City.

9. **FORCE MAJEURE.** The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
10. **NEW GOODS. FRESH STOCK.** All contracts, unless otherwise specified, shall produce new commodities, fresh stock, latest model, design or pack.
11. **PROFESSIONAL WORKMANSHIP.** Professional workmanship shall meet or exceed existing industry standards.
12. **GUARANTEE.** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a minimum period of one (1) year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the City's opinion are due to faulty design, installation, workmanship, or materials, the Contractor, upon notification and at his/her expense, shall repair or adjust the equipment or parts to correct the condition or he/she shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as shall be designated by the City as least detrimental to the operation of the City business.

Regardless of any statement to the contrary, the Contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

13. **INDEMNITY.** The Contractor shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

Contractor is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Contractor further agrees to:

- a. Save the City its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, patented or unpatented invention, article, apparatus or appliance including any device or article forming a part of the apparatus or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors, for which he/she or his/her workers are responsible.

- d. Obtain all Permits and licenses required by City, state, and federal governments and pay all related fees. The Contractor shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

14. **OSHA REQUIREMENTS.** All commodities and/or service shall satisfactorily comply with applicable OSHA regulations in effect at the time commodities are shipped and/or the service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations.

15. **ANTI-DISCRIMINATION.** Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

## **F. DELIVERY PROVISIONS**

1. **CARTAGE.** All items shall be delivered F.O.B. destination. Delivery costs and charges must be included in the bid unless otherwise stated in the specifications or proposal.

2. **RESPONSIBILITY FOR COMMODITIES AND/OR SERVICE DELIVERED.** The Contractor shall be responsible for any commodities and/or service covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk for rejected commodities and/or service after written notice of rejection. Rejected commodities and/or service shall be removed and/or replaced by and at the expense of the Contractor promptly after written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery.

Upon Contractor's failure to do so within thirty (30) calendar days after the date of notification, the City may return the rejected commodities to the Contractor and/or replace services at the Contractor's risk and expense, or the City may dispose of them as its own property.

3. **INSPECTIONS.** Final inspection of commodities and/or service shall be conclusive except as regards latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and/or service shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and/or service shall not impose liability on the City if such commodities and/or service are not in accordance with the specifications. All delivered commodities shall be accepted subject to inspection and physical count.

4. **TIME OF DELIVERY.** Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposals. If delivery schedules are not provided in the specifications section, deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays, unless otherwise authorized.

5. **PACKING SLIPS OR DELIVERY TICKETS.** All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- Purchase Order number.
- Name and Address of Ordering Department/Division.
- Name of the Contractor.
- Commodity name.
- Supplier's stock number.
- Quantity ordered.
- Quantity and date shipped.
- Quantity back ordered.

Vendors are cautioned that failure to comply with these conditions may be considered sufficient reason for refusal to accept the commodities and/or for delay in payment.

**G. PAYMENT PROVISIONS**

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department and, when required, approval by the City Council. No partial payments shall be made unless otherwise authorized by the City, or unless commodities were constructed, erected, installed or tested on site, in which case payment shall be made on the basis of a percentage of the value of all work performed less any previous payments. Payment of balances shall be made only after approval and final acceptance by the City.
2. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, equipment, or workmanship, back orders, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

The City may withhold and apply partial or full payment for a Contractor who is in arrears or in default to the City of Iowa City upon any debts or contract with the City.

3. **INVOICING.** Following acceptance, payment shall be made within thirty (30) calendar days from receipt of proper invoice. Invoice shall include bid number, purchase order number, department name, dollar amount, and any other pertinent information. Submit invoice to:

Forestry Division  
City of Iowa City  
City Hall - 410 E. Washington St.  
Iowa City, Iowa 52240

4. **TAXES.** The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

Contractors shall bill the City Accounting Division, including tax, for contracts pertaining to the alteration, construction or repair of real property. The Contractor shall provide the necessary Iowa Department of Revenue Contractor's Statement (one contractor's statement for each subcontractor). The Accounting Division shall then contact the State of Iowa for tax reimbursement.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

**SECTION IV. GENERAL CONDITIONS AND INSTRUCTIONS FOR FORESTRY PROJECTS**

**A. SPECIFICATIONS**

The intent of the specifications is to provide for the Forestry Project in every detail as described herein. It shall be understood by the Contractor that he/she will furnish all the labor, materials, tools, transportation and supplies required for the project in accordance with the intent of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail, and that only equipment and workmanship of the first quality is to be used.

**B. HOURS OF WORK**

No saws or power equipment shall be started prior to 7:00 a.m., Monday through Saturday. No work will be done on Sunday or legal holidays, except in case of emergency, in which case the written consent of the Park Superintendent must be obtained.

**C. PRUNING AND REMOVAL TIME LINES**

The Contractor must comply with the timelines listed below:

- 1.) Emergency pruning or removal: within 24 hours of notification
- 2.) Potentially hazardous pruning or removal: Within 72 hours of notification
- 3.) Standard pruning or removal: Within 7 working days not including Saturday or Sunday

**D. GRINDING PROCEDURES**

- 1.) All stump grinding must occur no more than 2 weeks after tree removal.
- 2.) All stumps shall be ground to a minimum of twelve (12) inches below ground level according to the natural contour of the ground.
- 3.) All visible surface roots shall be ground down to a minimum of twelve (12) inches below ground level according to the natural contour of the ground.

**E. OPERATION**

The Contractor shall complete the project in a professional manner and employ skilled employees in their trade.

**F. AUTHORITY OF PARK SUPERINTENDENT**

The Park Superintendent will have general supervision over the Forestry Project to be performed by the Contractor and will decide any questions that arise with reference to the intent of the contract documents and compliance therein. He/she will pass on all questions relating to the work, progress and disputes.

**G. LAWS TO BE OBSERVED**

The Contractor is presumed to be familiar with all laws, ordinances and regulations that may in any manner affect those engaged or employed upon the work or equipment used in the forestry project or that in any way affect the conduct of the work. The Contractor shall conduct the work so that conflicts with any such laws, ordinances or regulations will be avoided and he/she shall hold harmless the City of Iowa City and its representatives against any claim arising from violation thereof.

**H. ARBORICULTURAL BEST MANAGEMENT PRACTICES**

The Contractor is presumed to be familiar with, and will comply with, all aspects of the standard arboricultural specifications addressed in the American National Standards Institute's manual - ANSI A300 for Tree Care

Operations- Tree, Shrub and Other Woody Plant Maintenance- Standard Practices 2008, and ANSI Z133.1 Safety Requirements for Arboricultural Operations, and all subsequent revisions to these specifications.

**I. SAFETY & HEALTH CONCERNS**

In the performance of his/her contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health, and sanitation. The Contractor shall furnish such additional safeguards and safety devices and protective equipment and shall take action as the Park Superintendent may determine as being reasonably necessary to protect the life and health of his/her employees and the public.

The Contractor's employees must comply with the appropriate OSHA Personal Protective Equipment requirements. At a minimum, all employees must wear equipment to protect the hearing, eyes, and head. Ground crew members must wear chainsaw chaps.

*If personal protective equipment is not worn, work will be stopped.*

**J. PERMITS AND LICENSES**

The Contractor shall procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of his/her operations. Six (6) no parking signs will be provided at no charge.

**K. PROTECTION OF WORK AND PROPERTY**

The Contractor shall carefully protect all property, including, but not limited to, structures, utilities, turf, walks and driveways from damage, injury or loss arising in connection with this contract. All damages shall be satisfactorily restored by the contractor at his/her expense by repairing or replacing all damaged property. The contractor shall provide, erect, and maintain at his own expense without further order, suitable and requisite barriers, signs or other adequate protection. The Contractor shall also provide, keep, and maintain such lights, danger signals or watchmen as may be necessary, or as may be ordered by the Park Superintendent or his/her representative, to ensure the safety of the public as well as those engaged in the work. All barricades and obstructions shall be protected at night by lights that shall be kept burning from sunset to sunrise.

No tree or limbs shall be lowered onto any street without having persons stationed in the streets to stop traffic from both directions at the time the tree or limbs are being lowered unless the street has been duly barricaded in accordance with City ordinances. It is understood that no authority is given by this section authorizing the contractor to block a street without direct permission of the City. The contractor must comply at all times with existing ordinances and those that become effective during this contract period.

**L. METHODS AND EQUIPMENT**

The Park Superintendent reserves the right to check all equipment to determine if it is adequate to properly execute the contract. The equipment, appliances, and methods used shall produce a satisfactory quality of work and continuous progress.

If at any time the equipment, appliances, or methods being used are such that the quality of the finished product is not satisfactory or a constant rate of progress is not being maintained, the contractor shall make such changes to the equipment or appliances or furnish such new equipment or appliances or adopt such methods as will ensure a satisfactory finished product within the contract period.

Permission given by the Park Superintendent to use any particular method, equipment or appliances shall not be construed:

1. To relieve the Contractor from furnishing other equipment or appliances or adopting other methods for the prosecution of the work at any time it appears necessary to do so in order to produce work complying with the specifications.

2. To bind the City of Iowa City to accept a product which when finished does not conform to the requirements of the contract.

**M. TEMPORARY SUSPENSION OF WORK**

Work shall be suspended when, in the opinion of the Park Superintendent, weather or other conditions are unfavorable to its satisfactory execution. Work shall also be suspended at the direction of the Park Superintendent pending settlement of disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work will be given by the Park Superintendent. When the conditions causing suspension no longer exist, such written notice shall be given to the contractor by the Park Superintendent. Promptly after such written notice, the Contractor shall resume prosecution of the work.

**N. PUBLIC UTILITIES**

The Contractor must also realize that all drops, outages, etc., can only be done through daylight hours and associated tree work must be completed in time to allow power by darkness. Arrangements for this type of service are to be made with the utility companies by the contractor at least 24 hours in advance. Communication cables, overhead or underground, either lead or neoprene covered, or open wire on insulators shall be protected with extraordinary care by the contract.

**O. CONTRACTOR'S EMPLOYEES**

The Park Superintendent or his/her representative may request the removal of any objectionable employee from the job.

**P. PROPERTY ACCESS**

When necessary, the Contractor shall contact owner of property and/or tenant of property before beginning operation. Contractor must obtain permission to use adjacent property for access to or from worksite.

**Q. REPAIR OF CONCRETE**

Weather conditions may prevent the immediate repair of concrete sidewalks which might be damaged in the course of the performance of this contract. If such broken concrete must be removed for safety, it shall be replaced with compacted crushed rock until such time as the concrete may be replaced.

Replacement Portland Cement Concrete sidewalk repairs shall meet Iowa City Standard Portland Cement Concrete sidewalk specifications which are on file with the City Engineer of the City of Iowa City, Iowa.

**R. CONTRACTS AND DEFAULT**

The City of Iowa City may declare a contract in default for any one of the following reasons:

- Failure or refusal to comply with an order of the Park Superintendent within a reasonable time
- Bankruptcy or insolvency or the making of an assignment for the benefit of creditors
- Failure to carry out the work in an acceptable manner

**S. COMPLETION OF CONTRACTS IN DEFAULT**

If for any reason a contract is declared in default, the City of Iowa City shall have the right, without process or action at law, to take over all or any portion of the work by securing forestry project operations from another source. Written notice shall be given to the Contractor by the City of Iowa City that his contract has been declared in default and, upon receiving such notice, the Contractor shall peaceably relinquish possession of such work or as specified in the notice.

Neither the contracting authority nor any member or employee thereof shall be in any way liable or accountable to the Contractor or his/her surety for the method by which the completion of said work, or any portion thereof,

may be accomplished or for the price paid thereof. Should the cost of completing the work be in excess of the original contract price, the Contractor and his/her surety shall be held responsible for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor. Neither by taking over the work nor by declaring the contract in default shall the City of Iowa City forfeit the right to recover damages from the Contractor or his/her surety for failure to complete the entire contract.

**T. SCOPE OF PAYMENT**

The Contractor shall accept the compensation herein provided in full payment for the Forestry Project, labor, tools and equipment and for performing all the work under the contract. All costs arising from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work, and up to the time of the acceptance, shall also be included in the full payment referenced herein.

**Payment will not be authorized until all work has been completed and accepted. The Contractor must perform tree removal and stump removal services for all trees provided to the Contractor.**

**U. TREE REMOVAL GUIDELINES AND PROCEDURES:**

1. The following Tree Removal procedures must be followed by the Contractor:
  - a. All limbs, branches or portions of the main trunk shall be lowered by crane to the ground to prevent damage to any structure, overhead or underground utilities, turf, adjacent trees, shrubs or other landscape materials unless otherwise specified.
  - b. Cut all stumps up to 6" inches in height.
2. All provisions set forth in **Title 10, Chapter 8** of the City of Iowa City Code of Ordinances relevant to procedures occurring during the contract shall be followed.
3. The following Disposal and Cleanup procedures must be followed by the Contractor:
  - a. All material generated as a result of the removal or pruning of these tree will be hauled to the landfill or an alternate site operated according to the appropriate state and federal regulations. Material directed to be disposed of at the landfill will be handled as directed by the appropriate landfill staff. Material designated by Forestry staff to be hauled to an alternate city location will be handled as directed by the Forestry staff.
  - b. In the event that an area is not cleaned to the satisfaction of the Park Superintendent, the Contractor's work at any time may be stopped and he/she may be required to clean the area in question before further work may proceed.
4. Damage prevention and repair shall be as follows:
  - a. The Contractor shall exercise care to prevent damage to surroundings and vegetation during movement to and from each tree during the actual operation.
  - b. If ground conditions are such that ruts may be created by Contractor's equipment during the access to and from the trees, the Contractor shall lay planking to operate the equipment on.
  - c. The Contractor shall repair any damage created as a result of the performance of this contract at his/her cost. All damage repairs must be finished by the specified contract completion date or by an alternate date determined by the Park Superintendent.
  - d. If damage repair work is not completed by the specified date or alternate completion date as determined by

the Park Superintendent, Contractor shall be subject to a penalty of \$100.00 per day. This penalty shall be deducted from the contract amount.

5. All work as herein specified must be completed by the dates stated in Section IV. General Conditions and Instructions for Forestry Projects, C. Pruning and Removal Time Lines. In the event that weather conditions do not permit the on-time completion of the contract, the Park Superintendent will determine an alternate completion date. This alternate date shall be consistent with the delay time encountered by the Contractor.

**V. CLEANUP**

All wood, brush, and debris occasioned by the Contractor's operation must be removed by the Contractor by the end of the day's work. This includes raking and/or sweeping and removal of such debris as necessary on both street right-of-way and adjacent private property. Delays in cleanup caused only by weather conditions are to be reported by the Contractor to the Park Superintendent on the day such delay occurs. The Contractor shall also provide an estimate of when cleanup can be effected. Any complaint calls resulting from the Contractor's failure to remove and clean up wood, brush, or debris shall be investigated by the Park Superintendent. If remedial action is required when the Contractor's force is not on the job, such action will be taken by employees of the City. The cost for such action, as determined by the Park Superintendent, shall be withheld from any monies due the contractor under the contract.

**W. STUMP GRINDING / CLEAN-UP**

1. All loose material (chips and soil) or any mixture created by the grinding process will be removed by the Contractor. The Contractor is responsible for locating an approved disposal site that meets all applicable state and federal regulation. The Contractor may contact the Iowa City Landfill at (319) 887-6112 to make arrangements for disposal at that site if they choose. All landfill fees are the responsibility of the Contractor. This includes but is not limited to:
  - a. All material which may be packed or matted into the surrounding sod.
  - b. All material which may be packed into any portion of the remaining cavity.  
**Exceptions:** If approved by the Park Superintendent, pure mineral soil loosened as part of the grinding process may be left in the cavity.
2. Grinding material may be left at the site overnight. In the event that debris is left, the remaining cavity must be filled to ground level to eliminate any safety hazards. This may be accomplished by:
  - a. Filling the hole with material from the grinding process as a temporary solution overnight.
  - b. Removing the grinding material as outlined above and filling the hole with mineral soil approved by the Park Superintendent.
3. **Grinding material left overnight must be completely removed from all sidewalks, driveways, or other thoroughfare to provide a completely clear passageway for any vehicular or pedestrian traffic before the Contractor or the Contractor's representative may leave the site.**

**X. CAVITY FILLING**

1. All stump cavities will be filled with mineral soil that is completely free of any clay or other foreign materials; this includes, but is not limited to rocks, roots, and incomplete decomposed organic material. The fill soil will not be excessively filled with clods and will be workable for the purpose of grass seeding.
2. All stump grinding completed within a work day must have cavities filled with mineral soil by the end of that same day. If weather does not permit the cavity filling to occur, they must be filled with mineral soil within 48 hours after grinding.

3. All cavities must be filled and raked to a minimum of 2", maximum of 6", above the natural contour of the ground.
4. All clods larger than 1" in diameter must be removed or broken into smaller, more workable sizes.

**SECTION V. REFERENCES**

The bidder must provide a minimum of three (3) current references where work has been performed similar in scope to this bid. The bidder must complete all of the required information listed below, including company name, company address, company contract, title of contract, and phone number of contact. The City reserves the right to contact the company regarding the general performance of the bidder.

**References from the bidder must include agencies other than the City of Iowa City.**

*Substitute forms will not be accepted. The vendor must complete and submit this form.*

1.) Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Contact: \_\_\_\_\_  
 Title of Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

2.) Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Contact: \_\_\_\_\_  
 Title of Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

3.) Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Contact: \_\_\_\_\_  
 Title of Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

**Note:** The bidder may include a separate page with the bid for additional references.

**SECTION VI. TREE AND STUMP REMOVAL SERVICES COST PAGE**

The undersigned bidder agrees to furnish, in accordance with the attached specifications, the following services, at the prices stated below for tree and stump removal. *All stumps are included unless noted below.*

**A. Pricing**

<b><u>Location - Streets</u></b>	<b><u>Species</u></b>	<b><u>Tree Removal Price</u></b>	<b><u>Stump Removal Price</u></b>
520 Foster Rd. (Stonewall Townhomes)	elm	\$ _____	\$ _____
510 South Governor St.	sugar maple	\$ _____	\$ _____
1221 Sheridan Ave (Maggard side)	elm	\$ _____	\$ _____
928 Walnut St.	silver maple	\$ _____	\$ _____
220 Jefferson St. (St. Mary's)	linden	\$ _____	\$ _____
718 Oakland Ave (alley)	silver maple	\$ _____	\$ _____
1108 6 <sup>th</sup> Ave (I Street side)	elm	\$ _____	\$ _____
1925 Friendship St.	elm	\$ _____	\$ _____
2315 Friendship St. (creek trees, no stumps, bid as one)	3 elms 2 cottonwoods	\$ _____	\$ _____
1406 Spruce St.	silver maple	\$ _____	\$ _____
2410 Wayne Ave	silver maple	\$ _____	\$ _____
<b><u>Location - Parks</u></b>	<b><u>Species</u></b>	<b><u>Tree Removal Price</u></b>	<b><u>Stump Removal Price</u></b>
Flood Lot (north property line of 609 Granada Ct.)	green ash	\$ _____	\$ _____
Upper City Park (see map)	oak #1 oak #2 oak #3	\$ _____	\$ _____
		<b><u>Pruning Price</u></b>	
Upper City Park (see map): <b>City will meet bidder on site.</b>	<b>prune only</b> 2 oaks (bid as one)	\$ _____	

Total Tree & Stump Removal Price \$ \_\_\_\_\_

Written Total \_\_\_\_\_

(Example: Ten Dollars and Thirty Cents)

**B. Exceptions or Deviations**

Any Exceptions or Deviations that your company may have to this Request for Bid document must be stated. If your company has no exceptions or deviations, please clarify that there are "No Exceptions." If you state no exceptions, you may not add your company's terms and conditions or any other unsolicited documents to your submitted bid.

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**C. Conflict of Interest**

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. If no relationship has existed or does not presently exist, the company must make this statement in the submitted bid (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

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Designated person(s) who can be contacted for information during the period of bid evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The undersigned bidder, having examined and determined the scope of this request for bid, hereby proposes to provide the required labor, materials, services, equipment, and travel to perform the work as described in the Request for Bid document and to do all work at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's bid and the Request for Bid prepared by the City of Iowa City, the City's Request for Bid shall prevail.

The undersigned proposer certifies that this bid is made in good faith and without collusion or connection with any other person or persons bidding on the project.

**Name of Firm:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_

**Title of Authorized Representative:** \_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

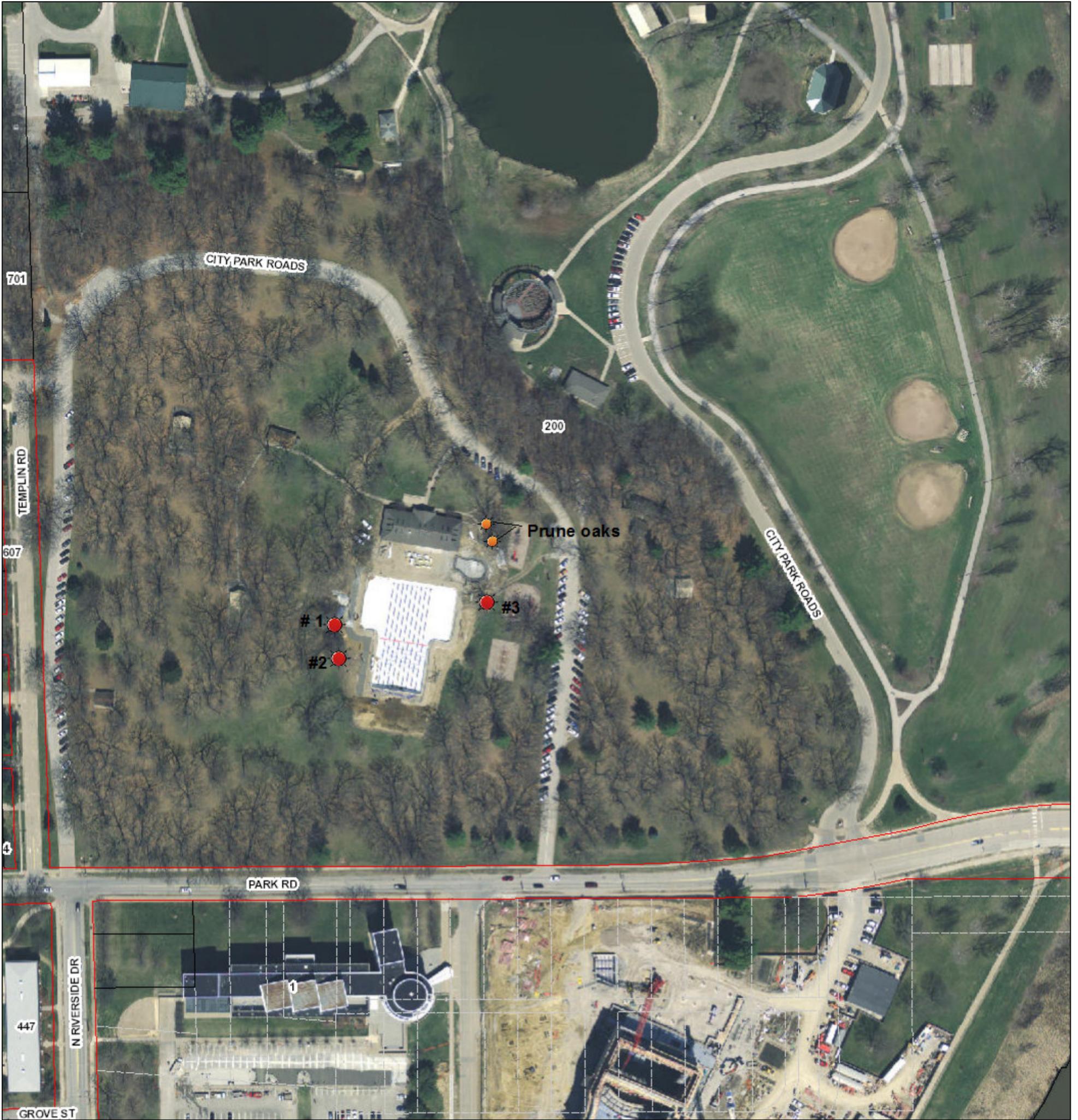
**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

# My Web Map



November 20, 2015

1:1,758

Streets\_1758

Site\_Addresses\_1758

Parcel Lines 1:220 to 1:14062

- History
- Parcel
- Parcel Lot
- ROW
- Parcels
- ⋮ County Boundaries

