

# CITY OF LADUE

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## Public Works

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### NOTICE TO BIDDERS: October 28, 2020

The City of Ladue, Missouri is accepting bids for removal of nine trees in poor or dead condition, the removal of forty-eight stumps, and the pruning of one hundred fourteen low to moderate risk trees on City owned property and rights-of-way.

#### **SCOPE OF WORK**

The removal of the nine trees in poor or dead condition in the City rights-of-way (including stump removal), the removal of forty-eight additional stumps in the City rights-of-way, and the pruning of one hundred fourteen low to moderate risk trees on city owned property. All tree work must conform to the most current form of the American National Standards Institute *A300 Standards for Tree Care Operations*, and all tree removals must be completed by March 31, 2021. The location of all trees and stumps can be found through the city's TreeKeeper software using the site I.D. numbers listed below at <https://laduemo.treekeepersoftware.com/>. Provide cost for removal (including stump removal) for the nine trees in the City rights-of-way, the pruning of the one hundred seventeen low to moderate risk trees on City owned property and rights-of-way, and the removal of the forty-eight additional stumps on City rights-of-way.

Trees to be removed: 284, 494, 469, 458, 1661, 1486, 637, 1071, 1080

Low to moderate risk trees to be pruned on City Campus: 1448, 1641, 1652, 1643

Low to moderate risk trees to be pruned at Rodes Park: 1284, 1244, 1156, 1213, 1236, 1183, 1193, 1203, 1237

Low to moderate risk trees to be pruned at the Mulch Site: 1870, 1930, 1938, 1946, 1953

Low to moderate risk trees to be pruned on City rights-of-way: 446, 464, 1616, 1608, 1599, 1590, 1559, 1542, 1689, 1695, 484, 276, 505, 362, 352, 372, 329, 409, 421, 297, 319, 465, 476, 1553, 1535, 1526, 1426, 1437, 1476, 1592, 1450, 1440, 615, 719, 760, 702, 693, 683, 709, 670, 601, 711, 700, 691, 681, 731, 775, 751, 761, 779, 867, 884, 890, 927, 937, 945, 955, 969, 789, 800, 825, 834, 845, 852, 881, 889, 1119, 1121, 1075, 1107, 1111, 1073, 1066, 1062, 1054, 1046, 1053, 1018, 1019, 1033, 1041, 1049, 1258, 1271, 1257, 1140, 1228, 1177, 1149, 1128, 1226, 1238, 1255, 1264, 1273, 1283

Stumps to be removed: 1568, 1580, 359, 369, 1430, 1684, 1694, 1706, 1712, 1724, 1666, 1492, 1672, 1677, 1699, 1447, 1496, 1510, 1506, 1593, 640,

597, 565, 575, 732, 673, 699, 2146, 1439, 651, 1001, 1114, 1081, 1261,  
1269, 1275, 1287, 1295, 1305, 1123, 1129, 1139, 1145, 1155

## **BID SUBMITTAL**

Bids will be accepted at the Ladue Building Department located at 9345 Clayton Road, Ladue MO 63124, until 10:00 am on Tuesday November 24, 2020 or bids can be emailed to [sseed@cityofladue-mo.gov](mailto:sseed@cityofladue-mo.gov)

Bids must be submitted on the forms provided and signed by an authorized officer of the company. No partial or incomplete bids will be accepted.

## **CERTIFICATES OF INSURANCE**

The contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence of any hazard, or of any negligence by the contractor or subcontractor, his agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by, or on account of any act or omission of the contractor or subcontractor, his employees, agents or assigns.

The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amount not less than those specified below. The amounts of coverage required for public liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the City Director of Public Works determines that unusual or special risks revealed by the work so required and in such amounts as the City Director of Public Works may determine to be adequate, and without thereby limits the liability of the contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at his cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the workmen's compensation act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the City and their employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be

performed.

The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workers' Compensation Insurance in full compliance with the Missouri Workers Compensation Act, and Employers Liability with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000
2. Comprehensive General Liability  
General Aggregate - \$2,865,330 single occurrence or accident  
- \$429,799 any one person in a single accident or occurrence
3. Comprehensive Automobile Liability  
General Aggregate - \$2,865,330 single occurrence or accident  
- \$429,799 any one person in a single accident or occurrence
4. Commercial Umbrella/Excess Liability  
General Aggregate - \$1,000,000

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage. Nothing in this requirement or the Contract Documents shall be deemed a waiver of the City's sovereign immunity.

Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City. Certificates of insurance sent to the City as evidence of insurance shall contain the following statements; and in the absence, the certificate will not be satisfactory to the City.

- (a) Insurance evidenced by this certificate will not be canceled or altered except 10 days after receipt by the City of Ladue, Missouri of written notice thereof.
- (b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduit pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating, or drilling, or to injury to or destruction of property at any time resulting therefrom.
- (c) The insurance evidenced by this certificate expressly includes personal

injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of or structural injury to any buildings or structures due to grading of land, excavation, burrowing, filling, backfilling, or tunneling.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City.

### **CONTRACTOR'S RESPONSIBILITY**

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the City or relieving the Contractor from his liability as an independent contractor and, as such, he shall be solely responsible for the method, manner and means by which he shall perform his work, including, but not limited to supervision and control of his own personnel, and scheduling of the work required to insure its proper and timely performance and he shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality of the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

### **PAYMENT**

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance.

**BID SHEETS - CITY OF LADUE**

Please print legibly or type except where signature is required.

**Bids are due by 10:00 a.m. on Tuesday, November 24, 2020**

- 1. Trees to be removed: 284, 494, 469,  
458, 1661, 1486, 637, 1071, 1080 \$ \_\_\_\_\_
  
- 2. Trees to be pruned on City Campus:  
1448, 1641, 1652, 1643 \$ \_\_\_\_\_
  
- 3. Trees to be pruned at Rodes Park: 1284,  
1244, 1156, 1213, 1236, 1183, 1193,  
1203, 1237 \$ \_\_\_\_\_
  
- 4. Trees to be pruned at the Mulch Site:  
1870, 1930, 1938, 1946, 1953 \$ \_\_\_\_\_
  
- 5. Trees to be pruned on City rights-of-  
way: 446, 464, 1616, 1608, 1599, 1590,  
1559, 1542, 1689, 1695, 484, 276, 505,  
362, 352, 372, 329, 409, 421, 297, 319,  
465, 476, 1553, 1535, 1526, 1426, 1437,  
1476, 1592, 1450, 1440, 615, 719, 760,  
702, 693, 683, 709, 670, 601, 711, 700,  
691, 681, 731, 775, 751, 761, 779, 867,  
884, 890, 927, 937, 945, 955, 969, 789,  
800, 825, 834, 845, 852, 881, 889, 1119,  
1121, 1075, 1107, 1111, 1073, 1066,  
1062, 1054, 1046, 1053, 1018, 1019,  
1033, 1041, 1049, 1258, 1271, 1257,  
1140, 1228, 1177, 1149, 1128, 1226,  
1238, 1255, 1264, 1273, 1283 \$ \_\_\_\_\_
  
- 6. Stumps to be removed: 1568, 1580, 359,  
369, 1430, 1684, 1694, 1706, 1712,  
1724, 1666, 1492, 1672, 1677, 1699,  
1447, 1496, 1510, 1506, 1593, 640, 597,  
565, 575, 732, 673, 699, 2146, 1439,  
651, 1001, 1114, 1081, 1261, 1269,  
1275, 1287, 1295, 1305, 1123, 1129,  
1139, 1145, 1155 \$ \_\_\_\_\_
  
- Total Cost: 1+2+3+4+5+6 \$ \_\_\_\_\_

Bidder Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Type of Firm: \_\_\_\_\_

Officer: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

References

List 3 entities with contact names for projects done within the last 2 years by your company.

Company/Municipality	Address	Phone	Contact Name
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## CONTRACT AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter called the contractor, and the City of Ladue, Missouri, hereinafter called the City.

Now therefore, the contractor and the City, for consideration of the amount of \_\_\_\_\_, agree as follows:

### ARTICLE 1. SCOPE OF THE WORK:

The contractor shall furnish all of the tools, equipment, labor and everything else necessary to perform, and shall perform in accordance with the specifications and terms of this contract. The work includes all work and materials necessary for the work as described in the specifications for the removal of nine trees in poor or dead condition, the removal of forty-eight stumps, and the pruning of one hundred fourteen low to moderate risk trees on City owned property and rights-of-way. All tree work must conform to the most current form of the American National Standards Institute *A300 Standards for Tree Care Operations*.

### ARTICLE 2. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Notice of Award is anticipated to be issued on December 22, 2020. The Notice to Proceed is anticipated to be issued within ten (10) days after the Notice of Award. The contractor shall be fully complete all work under this contract within 90 calendar days from Notice to Proceed. The rate of progress and the time of completion being essential conditions of this contract.

The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day that the Work remains uncompleted after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Agreement.

### ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The City shall pay the contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. The successful bidder will be responsible to check all quantities for this work before starting. Questions regarding quantities will not be entertained after work has begun.

### ARTICLE 4. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, a final cost estimate shall be prepared by the Contractor and approved by the City Director of Public Works and filed with the City and with the contractor within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor. This estimate shall

include any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

**ARTICLE 5. THE CONTRACT DOCUMENTS:**

The Advertisement for Bids, Project Manual including Bonds, Certifications, General Conditions & Specifications, Wage Rates, and Bid Proposal, together with this Agreement form the Contract.

**ARTICLE 6. SUPERVISION:**

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract regardless by whom such is performed, unless Contract Documents give other specific instructions concerning those matters. Work consists of the work as described in the Project Manual.

**ARTICLE 7. SAFETY:**

The City of Ladue, and the City of Ladue's Representative may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by the Contractor and responded to in writing. No opinion or instructions will be given to the Contractor on safety.

The Contractor shall be solely responsible for the safety on and around the project site, including but not limited to, excavation, shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

**ARTICLE 8. INDEMNITY:**

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this Contract. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 9. ATTORNEY FEES' AND COSTS:**

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

**ARTICLE 10. ONE YEAR CORRECTION PERIOD:**

The Contractor expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents. Upon expiration of the one (1) year correction period, the City shall release the Performance and Maintenance Bond, less any amounts reasonably necessary to remedy any of the Contractor's performance and/or maintenance obligations under this Agreement that may still be outstanding at the time. Contractor's general warranty obligations required by the General Conditions and the one-year correction period as required herein, as well as any other obligation to provide surety or a bond, are each an independent and separate obligation of Contractor. The release or expiration of any guaranty, or any other surety or bond provided for in this Agreement shall not release, or be claimed to release, the obligation to complete the Work according to all warranties, specifications, and requirements expressed or implied by this Agreement or required by applicable law.

**ARTICLE 11. TAXES:**

The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

**ARTICLE 12. OTHER REPRESENTATIONS, WARRANTIES AND OTHER COVENANTS BY THE CONTRACTOR:**

The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

**ARTICLE 13. AMENDMENT; WAIVER:**

No amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

**ARTICLE 14. CHOICE OF LAW:**

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**ARTICLE 15. SEVERABILITY:**

The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

**ARTICLE 16. COUNTERPARTS:**

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**ARTICLE 17. INDEPENDENT CONTRACTOR:**

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. General Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.

**ARTICLE 18. PAYMENT BOND:**

If the Contract Sum is in excess of \$50,000 or if required on the Notice of Award, the Contractor shall furnish within five (5) days of notification of contract award a satisfactory Payment Bond in the full amount of the Contract Sum. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri. The submitted Payment Bond shall be substantially in the form of the "Form of Payment Bond" included within the Bid Documents.

**ARTICLE 19. PERFORMANCE AND MAINTENANCE BOND:**

The Contractor shall also furnish within five (5) days of notification of contract award a satisfactory Performance and Maintenance Bond in the full amount of the Bid based on the bid quantities listed on the Bid Proposal form. The Performance and Maintenance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for the guaranty period established in this City-Contractor Agreement. The submitted Performance and Maintenance Bond shall be substantially in the form of the "Form of Performance and Maintenance Bond" included within the Bid Documents.

**ARTICLE 20. REQUIRED OSHA TRAINING:**

Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

**ARTICLE 21. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:**

The Contractor shall comply with all applicable federal, (including specifically Title VI of the Civil Rights Act of 1964), state and local law requirements for performance under this Agreement. Contractor shall comply with Section 34.353 RSMo. to the extent applicable to this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

CONTRACTOR \_\_\_\_\_  
Company Name

BY \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

CITY OF LADUE, MISSOURI

BY \_\_\_\_\_

ATTEST \_\_\_\_\_  
City Clerk