



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 18th day of August, 2024 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and T4 SavATree, LLC. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as On-Call Tree Maintenance Services IFB-5475-24-KH.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a) The body of this contract agreement
b) Solicitation Documents for the Project; On-Call Tree Maintenance Services;
c) Firms Response to the Solicitation
d) Services Change Requests (directing that changed Services be performed);
e) Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Services under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Firm's negotiated project schedule.

ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted response form. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 6

Contract Binding: The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

City of Grand Junction, Colorado

DocuSigned by:
By: Duane Hoff Jr. 8/23/2024
Duane Hoff Jr., Contract Administrator Date

T4 SavATree, LLC

Signed by:
By: Teddy Hildebrandt 8/20/2024
Teddy Hildebrandt Date
TH



Invitation for Bid

IFB-5475-24-KH

On-Call Tree Maintenance Services

Responses Due:

July 25, 2024, before 2:00 p.m. MDT

Accepting Electronic Responses Only **Submitted Through the**

Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

(Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline 800-835-4603)

NOTE: All City solicitation openings will be held virtually, information in Section 1.8.

Purchasing Agent:

Kassy Hackett, Buyer

kassyh@gjcity.org

970.244.1546

Invitation for Bid

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1.0. Instructions to Offerors

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Solicitation.
- 1.3. Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to the Purchasing Agent listed below:

Kassy Hackett
kassyh@gjcity.org

Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.

- 1.4. Purpose:** The City of Grand Junction, Colorado, by and through the Parks and Recreation Department is soliciting competitive pricing bids from qualified Firms interested in providing on-call tree maintenance services for tree pruning, tree removal, and / or stump grinding within parks, public rights-of-way, and other public grounds throughout the City of Grand Junction as described, and for the purposes stated herein in accordance with the terms and conditions of this IFB.
- 1.5. Owner:** The "Owner" is the City and its authorized representative(s); the term Owner or City may be used interchangeably throughout this Solicitation.
- 1.6. Compliance:** All Offerors, by submitting a bid response, commit to adhere to all conditions, requirements, and instructions in this IFB as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.7. Procurement Process:** The 2023 version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this Solicitation.

- 1.8. Submission:** *Each bid response shall be submitted in electronic format only through the Rocky Mountain E-Purchasing System (RMSPS) BidNet Direct website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>)*. *This site offers both “free” and “paying” registration options which allow for full access to the Owner’s documents and electronic submission of Bids. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline. **800-835-4603**.

Bids shall be formatted as directed in Section 4.0. Offeror’s Bid Form and Price Bid Schedule, Submittals that fail to follow this format may be ruled nonresponsive. *The uploaded response shall be a single PDF document with all required information included.*

To participate in the virtual solicitation opening, please utilize the following information and meeting link:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/725774093>

You can also dial in using your phone.

Access Code: 725-774-093

United States: [+1 \(312\) 757-3121](tel:+13127573121)

Join from a video-conferencing room or system.

Meeting ID: 725-774-093

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 725774093@67.217.95.2 or 67.217.95.2##725774093

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.9. Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by the Offeror in writing, duly executing, and submitting to the place where Bids are to be submitted at any time before the Bid Opening. Bids may not be altered, modified, or amended after the submission date.
- 1.10. Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and state the amounts in words and figures and must be signed and acknowledged by the Offeror.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, the Offeror’s choice shall be indicated by the specifications for the particular item(s), and thereafter no further choice shall be permitted.

Where the unit of a pay item is a lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids (by corporations, LLCs, or similar entities) must be executed in the entity name by the president, vice president, etc., or other business officer accompanied by evidence of authority to sign. The entity addresses and state of organization of the entity shall be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Submittal Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.11. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.12. **Contract Documents:** The complete IFB and Offeror's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.
- 1.13. **Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the Project Scope of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document(s) shall in no way relieve any Offeror from any obligation concerning its Bid response. The submission of a Bid shall be taken as evidence of compliance with and understanding. Before submitting a Bid, each Offeror shall, at a minimum:
 - (a) Examine the *Contract Documents* thoroughly;
 - (b) Study and carefully correlate the Offeror's observations with the *Contract Documents*; and,
 - (c) Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.
- 1.14. **Questions Regarding Statement of Work:** Any information relative to the interpretation of the Scope of Work and/or Specifications shall be requested in writing through email to the Purchasing Agent, no later than close of business on the day of the inquiry deadline. Questions received after the inquiry deadline may not be answered.
- 1.15. **Addenda & Interpretations:** An official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the bid opening/receipt date shall be made by a written Addendum to the Solicitation by the Purchasing Agent. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction> and posted on the City's

website at <https://www.gjcity.org/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by the Owner unless such clarification or change is provided in written addendum form from the City Purchasing Division. Offeror(s) must acknowledge receipt of all addenda in its bid.

- 1.16. Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs shall not include taxes.
- 1.17. Sales and Use Taxes:** The Firm and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.18. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following the opening date, unless the Offeror, upon request of the Purchasing Agent, agrees to an extension.
- 1.19. Exceptions and Substitutions:** All bid responses meeting the intent of this IFB shall be considered for award. Offeror(s) taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the pertinent section. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates the Offeror has not taken exceptions, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.20. Collusion Clause:** Each Offeror, by submitting a bid, certifies that it is not engaged in any collusive action(s) or activity(ies) that may violate any applicable federal or state antitrust laws, rules, and/or regulations. Any and all bids shall be rejected if there is evidence or reasonable belief of collusion among Offerors. The Owner retains the discretion to accept future bids for the same Work or commodities from participants in such collusion.
- 1.21. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.22. Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Offerors may be required to submit satisfactory evidence that it is responsible, have practical knowledge of the Project bid upon, and have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify an Offeror and Bid:

- (a) More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- (b) Evidence of collusion among Offerors. Any participant in such collusion shall not receive recognition as an Offeror for any future Work of the Owner until such participant has been reinstated as a qualified Offeror.

1.23. Public Disclosure Record: If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record," a statement of financial interest, before conducting business with the Owner.

1.24. Public Opening: The Bid response(s) will be opened in a virtual meeting immediately following the submittal deadline. The Offeror(s)/Bidder(s), its representatives, and interested persons may attend. Only the Offeror/Bidder entity name, entity city, and price will be disclosed.

2.0. General Contract Conditions

- 2.1. The Contract:** The IFB, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable Agreement (Contract) equally binding between the Owner and Offeror. The Contract represents the entire and integrated agreement between the Owner and the Firm, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. The Contract may be amended or modified with a Change Order or Amendment.
- 2.2. The Work:** Includes all labor necessary to perform the Project required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such performance.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Offeror. By executing the Contract, the Offeror represents that it has familiarized itself with the conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work.
- 2.4. Responsibility for those Performing the Work:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under the Contract.
- 2.5. Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it fails to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation: Vendor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
- (b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the Vendor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

2.5.1. Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as additional insureds. Every required policy shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

2.6. Indemnification: The Firm shall defend, indemnify, and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.

2.7. Miscellaneous Conditions & Material Availability: The Offeror must accept responsibility for verification of material availability, production schedules, and other pertinent data before submission of a bid. It is the responsibility of the Offeror to notify the Owner immediately if the materials specified are discontinued, replaced, or not available for an extended period.

- 2.8. Time:** Time is of the essence concerning the completion of the Project and any other milestones or deadlines that are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract Time outlined in the Contract Documents. The Contract Time is the period allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form.
- 2.9. Progress & Completion:** The Firm will perform the Work as outlined in the Contract Documents, and carry out the Work diligently with sufficient resources, to achieve the specified completion dates.
- 2.10. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of payment application, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract is fully performed, the Owner will make payment in the manner provided in the Contract Documents.
- 2.11. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.12. Claims for Additional Cost or Time:** If the Firm wishes to claim an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed following the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.13. Minor Changes in the Work:** The Owner shall have the authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents.
- 2.14. Correction of Work:** The Firm shall promptly correct all Work found by the Owner as defective or as failing to conform to the Contract Documents. The Firm shall bear all costs of correcting such rejected Work including the cost of the Owner's additional Work thereby made necessary. The Owner shall give such notice promptly after discovery of the condition. Work shall be corrected to comply with the Contract Documents without cost to the Owner. If the Owner prefers to accept defective or non-conforming Work, it may do so

instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or if the amount is determined after final payment, it shall be paid by the Firm.

- 2.15. Acceptance Not Waiver:** The Owner's acceptance or approval of Work furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Work. The Owner's approval or acceptance of, or payment for, any Work shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.16. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.17. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without prior written approval from the Owner.
- 2.18. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Offeror may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.19. Compliance with Laws:** The Offeror must comply with all federal, state, county, and local laws governing its service and the fulfillment of the Work for and on behalf of the public. The Offeror hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.20. Confidentiality:** All information disclosed by the Owner to the Firm for the Work to be done, or information that comes to the attention of the Firm during the course of performing such Work, is to be kept strictly confidential.
- 2.21. Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this IFB.
- 2.22. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 2.23. Employment Discrimination:** During the performance of any Work, the Offeror, by submitting a Bid, agrees to:
- 2.23.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.23.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, the Firm asserts that it is an Equal Opportunity Employer.
- 2.23.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.24. Affirmative Action:** In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations, as mandated by applicable federal, state, and local laws.
- 2.25. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ workers without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.26. Ethics:** The Offeror/Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.27. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the products/materials from other sources and hold the Firm responsible for any and all costs resulting in the fulfillment of this solicitation. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.28. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time under the terms thereof.
- 2.29. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.
- 2.30. Independent Firm:** The Firm shall be legally considered an independent firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.31. Nonconforming Terms and Conditions:** A bid response that includes terms and conditions that do not conform to the terms and conditions of this IFB is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its bid response before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- (a) Submission of the Bid on forms other than those supplied by the City;
- (b) Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- (c) Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- (d) Failure to acknowledge receipt of any or all issued Addenda;
- (e) Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- (f) Failure to list the names of subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- (g) Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost, or which contains inadequate or unreasonable prices for any item;
- (h) Tying of the Bid with any other bid or Contract; and
- (i) Failure to calculate Bid prices as described herein.

2.32. Evaluation of Bids and Offerors: The Owner reserves the right to:

- Reject any and all Bids,
- To waive any and all informalities,
- Take into account any prompt payment discounts offered by the Offeror,
- Negotiate final terms with the successful Offeror,
- Take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining the final award. And
- Disregard any and all nonconforming, nonresponsive, or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of subcontractors and other persons and organizations must be submitted. Operating costs,

maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Offeror, proposed subcontractors, and other persons and organizations to do the Work per the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner with all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror that the Owner determines to be the lowest responsive and responsible bidder, meeting the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

- 2.33. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Firm for the Project, shall become the property of the Owner. All information furnished by the Owner is and shall remain, the Owner's property.
- 2.34. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.35. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.36. Governing Law:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court, 21st Judicial District, Mesa County, Colorado.

- 2.37. Expenses:** Expenses incurred in the preparation, submission, and presentation of a bid in response to this Solicitation are the responsibility of the Offeror and shall not be charged to the Owner.
- 2.38. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.39. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado Law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).
- 2.40. Piggyback Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and prices established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its awards on its respective Purchase Orders through its purchasing office(s) or use its purchasing card(s) for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggyback" on the Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.41. Definitions:**
- 2.41.1.** "City" or "Owner" is the City of Grand Junction, Colorado.
- 2.41.2.** "Consultant" or "Firm" is the person, organization, entity, or consultant identified as such in the proposal and is referred to throughout the Contract. The term Firm means the Firm or its authorized representative(s).
- 2.41.3.** "Offeror" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the IFB.
- 2.41.4.** "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 2.41.5.** "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
- 2.41.6.** "Subcontractor" is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

3.0. Statement of Work

NOTE: This Invitation for Bid is to solicit for fixed unit of measure pricing for different size classes for the City of Grand Junction. Multiple contracts may be awarded to multiple suppliers for the different services. All suppliers submitting bid responses acknowledge and agree to maintaining their submitted bid pricing throughout the contract period.

3.1. General: The City of Grand Junction, Colorado, by and through the Parks and Recreation Department is soliciting competitive pricing bids from qualified Firms interested in providing on-call tree maintenance services for tree pruning, tree removal, and / or stump grinding within parks, public rights-of-way, and other public grounds throughout the City of Grand Junction as described, and for the purposes stated herein in accordance with the terms and conditions of this IFB.

3.2. General Specifications:

3.2.1. The Firm will be required to provide the necessary labor, tools, equipment and supplies to perform the required services.

3.2.2. All tree pruning and removal operations shall be in accordance with the International Society of Arboriculture (ISA) and OSHA standards as interpreted by the City Forester. If tree pruning or removal practices are not in accordance with ISA and OSHA standards or to the reasonable satisfaction of the City Forester and/or his/her representative, it shall result in the possible termination of contract.

3.2.3. For tree pruning and removal, the diameter of each tree shall be measured at Breast Height (DBH), 4.5 feet above ground.

- A. Upright, fairly straight trees shall be measured at 4.5 feet above ground.
- B. Trees on a slope shall be measured at 4.5 feet above ground at the midpoint of the trunk.
- C. Leaning trees shall be measured at 4.5 feet above ground at midpoint of the trunk.
- D. For split trunk trees that fork below 4.5 feet from the ground, DBH shall be measured at the narrowest point below the fork.
- E. Multi-stem trees, which are trees that have more than one trunk at 4.5 feet above ground and originating from a common trunk or common root system, will be measured as follows:
 - Each stem will be measured at 4.5 feet above ground using the above rules.
 - All diameters will be converted to cross-sectional areas and aggregated to a cumulative cross-sectional area.

- The cumulative cross-sectional area will be used to determine the aggregate DBH measurement for the multi-stem tree.

3.3. Technical Specifications:

3.3.1. TREE PRUNING ON PUBLIC RIGHT-OF-WAYS, PUBLIC GROUNDS AND IN PARKS:

- A. Tree pruning will focus on “cleaning” and “clearance” techniques as defined and detailed below:
 - Cleaning shall consist of selective pruning to remove one or more of the following tree parts: dead, diseased, structurally compromised, and/or broken branches.
 - Clearance pruning shall consist of raising the crown over the street / alleys (14’) and sidewalk (8’).
- B. The Firm shall follow lowest impact (to natural resources, agricultural resources, and recreational resources) methods of access and application while accessing City Parks, including the least amount of vehicle use required on site. Any changes in scheduled activities must be arranged through the City Forester or City Forester representative.
- C. A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb without cutting into the branch bark ridge or collar or leaving a stub. Flush cuts shall not be made. The Firm shall prune previously existing stubs and storm damaged limbs.
- D. The Firm shall prune to provide clearance for regulatory signs, traffic signals, traffic vision, and pedestrian/streetlights as directed by the City Forester or City Forester representative.
- E. The Firm shall prune dead wood equal to or greater than two inches (2”).
- F. The Firm shall prune broken, hanging, and/or poorly attached limbs equal to or greater than two inches (2”) in diameter.
- G. The Firm shall prune interfering and rubbing branches equal to or greater than two inches (2”) or have obvious defects that compromise structural integrity.
- H. The Firm shall prune obviously hazardous live limbs that are equal to or greater than two inches (2”) in diameter.
- I. When pruning to a lateral, the remaining lateral branch shall be large enough to assume the terminal role, at least one-third the size. Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce woody growth capable of sealing the affected pruning cut within a reasonable time frame as defined by the City Forester or City Forester representative.

- J. Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
- K. Limb removal shall be made by using at least three (3) cuts:
 - An undercut beyond the branch collar of the limb to be removed,
 - A cut on top of the limb beyond the undercut so that portion of the limb will break away without tearing the bark on the remaining limb,
 - A final cut on the outside of branch collar.
 - The first two (2) cuts are to be repeated as often as necessary on the same limb when removing large limbs.
- L. The use of climbing spurs or spike shoes in the act of PRUNING trees is prohibited and shall result in the possible termination of contract.
- M. All tools must be in clean, safe and proper working order, and insect and disease free before working in a tree under a City pruning contract. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected after each pruning cut and prior to the next use of the tool.
- N. The Firm shall notify the City Forester upon discovery of trees with extensive internal decay that could compromise the structural integrity of trees being pruned when not removing the portion of tree containing said decay.

3.3.2. TREE REMOVALS ON PUBLIC RIGHT-OF-WAYS, PUBLIC GROUNDS AND IN PARKS:

- A. Trees shall be removed in such a manner as to cause no damage or injury to people, property, animals, or other living plants.
- B. All trees on the public right-of-way, in parks, or on other City-owned property designated for removal shall be removed in such a manner so that all parts of the remaining stumps will be at least 12 (twelve) inches below the surrounding ground level unless otherwise provided in writing by the City Forester. Exposed or visible roots extending from the base of all stumps shall be removed with the stump.
- C. The Firm shall be responsible for all utility locates prior to any excavation.
- D. Exposed or visible surface roots extending from the base of all stumps shall be removed.
- E. The City Forester may consider seeking miscellaneous prices for stumps with extra-large/ unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions. The Firm must demonstrate through clear and convincing evidence that the stump creates extreme challenges.

- F. Excavation, divots, or ruts resulting from tree or stump removal must be promptly filled in, up to the surrounding soil grade, with clean earth fill. The fill must be free of excessive debris and compacted to minimize settling. All fill material is subject to acceptance by the City Forester.
- G. Wood debris from the stump grinding process shall be removed from the stump hole. Work will be considered complete when all wood, debris, and stumps are removed from the public right-of-way/public property.

3.3.3. REMOVAL OF EXISTING STUMPS ON PUBLIC RIGHT-OF-WAYS, PUBLIC GROUNDS AND IN PARKS:

- A. All stumps on the public right-of-way, in parks, or on other City-owned property designated for removal shall be removed in such a manner that all parts of the remaining stumps will be at least 12 (twelve) inches below the surrounding ground level unless otherwise provided in writing by the City Forester.
- B. The Firm shall be responsible for all utility locates prior to any excavation.
- C. Exposed or visible surface roots extending from the base of all stumps shall be removed.
- D. The City Forester may consider seeking miscellaneous prices for stumps with extra-large/unusual root flares or surface roots that create extreme challenges due to size, length, and/or site restrictions. The Firm must demonstrate through clear and convincing evidence that the stump creates extreme challenges.
- E. Excavation, divots, and/or ruts resulting from tree or stump removal must be promptly filled in, up to the surrounding soil grade, with clean earth fill. The fill must be free of excessive debris and compacted to minimize settling. All fill material is subject to acceptance by the City Forester or the City Forester's representative.
- F. Wood debris from the stump grinding process shall be removed from the stump hole.

3.4. Special Conditions & Provisions:

3.4.1 Personnel: All workers assigned by the Firm servicing a City job shall be adequately and properly trained to perform their work properly and safely.

All personnel shall wear a company-identifying uniform, or clothing with a company logo clearly visible.

A qualified supervisor or foreman shall be present at the site when work is being performed. At least one (1) member of the on-site team must be fluent in English and able to answer questions or concerns from the City Forester representative and/or property owners.

The Firm is responsible for supplying equipment and staff capable of completing work in a safe and efficient manner.

3.4.2 Safety: The Firm shall be responsible for being fully familiar with and conforming to the requirements and guidelines set forth by the Occupational Safety and Health Act and any regulations or directives adopted thereby.

Under no condition shall it be considered proper to leave the site with severed or partially cut limbs still in the trees.

Whenever larger tree sections are being cut in a tree that may endanger the public or property, such materials shall be secured by ropes and lowered safely in a controlled matter.

Any injury to person or damage to any improvement, vehicle, tree, or structure located upon or underneath any PUBLIC OR PRIVATE STREET shall be promptly reported to the City Forester and arrangement made to make restitution or repairs. Any injury to person or damage to any improvement, vehicle, tree, or structure located upon or underneath PRIVATE PROPERTY shall be promptly reported to the City Forester and to the property owner, and arrangements made to make restitution or repairs. If the Firm fails to act promptly, the City may seek recovery of losses, damages, and costs from the Firm's insurance company. The City reserves the right to withhold a portion or the entire payment until the Firm can provide proof that restitution or repairs have been made.

3.4.3 Equipment: The Firm's business name and phone number shall be posted in letters and numbers not less than two (2") inches in height, on a contrasting background, on the two (2) sides of ALL vehicles, trailers, self-propelled, drawn, or towed equipment operated by the Firm for use in any City work. The business name, address and phone number, or business name and phone number must be visible and readable from a distance of at least 60 (sixty) feet. Failure to post aforementioned signage on vehicles and equipment can be grounds for agreement termination.

The use of climbing spurs or spike shoes in the act of PRUNING trees is prohibited and shall result in the termination of the agreement, and possible revocation of the license.

3.4.4 Barricades and Traffic Control Plans: Adequate barricades, warning devices, and signage shall be furnished and placed as necessary for the safety of persons and vehicles along local residential streets. Rules from the Grand Junction Department of Public Works must be followed.

Work along higher volume collector and arterial streets will require submission and approval of an official traffic control plan, and Firm will be allowed to add this cost to work requested with proof of invoicing from a local certified traffic control Firm.

Street and sidewalk warning devices shall be in position as required when work is being performed on trees near streets.

Unless the tree work is totally barricaded or otherwise protected, at least one responsible tree worker shall coordinate safe operations on the ground when work is in progress or possible hazards exist. Pedestrian and vehicles shall be allowed to pass through the work areas under condition of safety and with as little inconvenience and delay as possible.

3.4.5 Completion Schedule: Work shall be completed no later than the completion date specified in the Work Request or amended Work Request, weather-permitting and subject to any time extensions that the City Forester may grant in writing. The standard completion date will be twenty-one (21) calendar days from the date of request for contract services. The Firm is obligated to exercise due diligence in making good progress on the work and within the specified time period. If the Firm is unable to perform the work within the timeframe allotted, the Firm is obligated to promptly notify the City Forester and the work may be re-assigned to another Firm.

3.4.6 Invoicing: Each completed Work Request shall be invoiced separately.

All invoicing shall be submitted no later than fourteen (14) calendar days after the completion of the Work Request. All invoice resubmissions shall be submitted within seven (7) calendar days of the resubmission request.

Invoices shall be submitted via email to forestry@gjcity.org

a. For Work Request invoices: subject line shall contain the Work Request number and address of work.

b. Body of invoice must contain at a minimum:

i. Work Request number

ii. Address or Park location of work

iii. Date of completion

iv. Total price

3.4.7. Working Days and Hours: The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon with the following exception:

All work shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

3.4.8. Licenses and Permits: Firm is responsible for obtaining all necessary licenses and permits required for Services, at Firm's expense. Firm shall supply to Owner all copies of finalized permits.

The Firm must possess a tree service license with the City to provide tree pruning or tree removal services. Licenses must be retained throughout the life of the contract; failure to do so may result in the termination of the contract. The Firm shall maintain a current copy of its tree service license on file with the City Forester.

The Firm will not need to possess a tree service license with the City for stump grinding services.

3.4.9. Authorized Representatives of the City: Those authorized to represent the City shall include Purchasing Agent, Parks and Recreation Staff, and Inspectors employed by the City, only.

3.4.10. Stockpiling Materials and Equipment: All stockpiling/storage shall be in accordance with General Contract Condition Section 51.

3.4.11. Clean-Up: The Firm is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

Clean-up of branches, logs, or any other debris resulting from any tree service operation shall be promptly and completely accomplished by the end of the working day on all trees, unless otherwise specified by the work request. Tree debris shall be disposed of in an appropriate manner. The work area shall be kept safe at all times until the clean-up operation is completed. Under no condition shall the accumulation of bushes, limbs, logs, or other debris be allowed upon a public street right-of-way that may result in a public hazard.

Firm will be held responsible for the cost of full cleanup of any chemical spills and the proper disposal of all containers, spill material and clean-up material.

3.4.12. Incidental Items: Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.

3.4.13. Pricing: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

The Firm shall submit its pricing utilizing the attached form in Section 4.0. Price Bid Schedule.

All fees/pricing will be considered by the Owner to be negotiable.

3.4.14. Contract: A binding Contract shall consist of (1) the IFB and any Addendum(s) thereto, (2) the Offeror's response (Bid) to the IFB, (3) any clarification of the bid response, if applicable, and (4) the City's Purchasing Department's acceptance of the bid through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the Parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Contract Administrator or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

3.4.15. City Project Manager: The Project Manager for the Project is Robert Davis, City Forester, reachable at (970) 254-3825 or by email at robd@gjcity.org. The Project Manager will be responsible for approving and accepting all Work within the Scope of Services. During the performance of the Services, all notices, letters, submittals, and other communications directed to the City shall be delivered to:

Robert Davis, City Forester
City of Grand Junction, Parks & Recreation
1340 Gunnison Ave
Grand Junction, CO 81501

3.4.16. Contract Administrator: The Contract Administrator for the Project is Duane Hoff, Jr., reachable at (970) 244-1545. Contract-related inquiries, issues, and communications related to the Contract during the Project phase will be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

3.5. Contract Term: The Contract will be effective from the date of execution by the Parties and services shall be provided one year from contract signing. The awarded Firm and Owner may mutually agree to renew the Contract for up to three (3) additional one (1) year periods, subject to available fiscal year funding and under the same terms, conditions, and price bid schedule of the original Contract.

3.6. Offeror Submittal Documents: For the Offeror's convenience, the following is a list of forms/items to be submitted with the Offeror's price bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Offeror's responsibility to ensure all forms/items are submitted.

- Offeror's Bid Form

- Price Bid Schedule

3.7. IFB Tentative Time Schedule:

- Invitation for Bid available July 8, 2024
- Inquiry deadline, no questions after this date July 17, 2024
- Final Addendum Posted July 18, 2024
- Submittal deadline for Bids July 25, 2024
- Notice of Award & Contract Execution August 1, 2024

3.8. Questions Regarding Scope of Services:

Kassy Hackett, Purchasing Agent
kassyh@gjcity.org

4.0. Offeror's Bid Form

Bid Date: _____

Project: IFB-5475-24-KF "On-Call Tree Maintenance Services"

Bidding Entity: _____

Name of Authorized Agent: _____

Agent Email: _____

Telephone Number: _____

Entity Address: _____

City: _____ **State:** _____ **Zip:** _____

The undersigned Offeror, in compliance with the Invitation for Bid, having examined the Instruction to Offeror(s), General Contract Terms and Conditions, Statement of Work, Specifications, and any Addenda thereto, having investigated the location of, and conditions affecting the proposed Work, hereby proposes to furnish all labor, materials and supplies, and to perform all Work for the Project following the Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Submittal Form is a part.

The undersigned Offeror does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same Work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Offerors, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Offeror also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notice of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Offeror will be prepared to complete the Project in its entirety.

The Owner reserves the right to make the award based on the offer deemed most favorable, to waive any formalities or technicalities, and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establishes a new thirty-day (30) period.

Prices in the bid response have not knowingly been disclosed with another provider and will not be before the award.

- Prices in this bid response have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or entity to submit a bid response to restrict competition.

- The individual signing this bid response certifies it is a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the bid concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the submitted bid prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: The undersigned Offeror acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

The Offeror is responsible for ensuring all Addenda have been received and acknowledged.

By signing below, the Undersigned shall agree to comply with all terms and conditions contained herein.

Print Full Entity Name: _____

Authorized Signature: _____

Print Name of Signatory: _____

Title of Signatory: _____

PRICE BID SCHEDULE: IFB-5475-24-KH On-Call Tree Maintenance Services

TREE PRUNING BID RATE (TREE SERVICE LICENSE REQUIRED)

PRICE PER DIAMETER INCH AT 4.5 FEET BY SIZE CLASS
(enter price for each size class):

< 8" DBH	\$
9 – 16" DBH	\$
17 – 24" DBH	\$
25 – 32" DBH	\$
33 – 40" DBH	\$
>41" DBH	\$

TREE REMOVAL BID RATE (TREE SERVICE LICENSSE REQUIRED)

PRICE PER DIAMETER INCH AT 4.5 FEET BY SIZE CLASS
(enter price for each size class):

< 8" DBH	\$
9 – 16" DBH	\$
17 – 24" DBH	\$
25 – 32" DBH	\$
33 – 40" DBH	\$
>41" DBH	\$

EXISTING STUMP REMOVAL BID RATE

PRICE PER DIAMETER INCH AT 6" ABOVE GROUND LEVEL BY SIZE CLASS
(enter price for each size class):

< 8" DBH	\$
9 – 16" DBH	\$
17 – 24" DBH	\$
25 – 32" DBH	\$
33 – 40" DBH	\$
>41" DBH	\$

4.0. Offeror's Bid Form

Bid Date: 7/24/24

Project: IFB-5475-24-KF "On-Call Tree Maintenance Services"

Bidding Entity: T4 Savatree

Name of Authorized Agent: Teddy Hildebrandt

Agent Email: THildebrandt@savatree.com

Telephone Number: 970-640-4026

Entity Address: 2393 F 1/2 Rd

City: Grand Junction **State:** CO **Zip:** 81505

The undersigned Offeror, in compliance with the Invitation for Bid, having examined the Instruction to Offeror(s), General Contract Terms and Conditions, Statement of Work, Specifications, and any Addenda thereto, having investigated the location of, and conditions affecting the proposed Work, hereby proposes to furnish all labor, materials and supplies, and to perform all Work for the Project following the Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Submittal Form is a part.

The undersigned Offeror does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same Work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Offerors, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Offeror also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notice of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Offeror will be prepared to complete the Project in its entirety.

The Owner reserves the right to make the award based on the offer deemed most favorable, to waive any formalities or technicalities, and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establishes a new thirty-day (30) period.

Prices in the bid response have not knowingly been disclosed with another provider and will not be before the award.

- Prices in this bid response have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or entity to submit a bid response to restrict competition.

- The individual signing this bid response certifies it is a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the bid concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-03544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the submitted bid prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: The undersigned Offeror acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

The Offeror is responsible for ensuring all Addenda have been received and acknowledged.

By signing below, the Undersigned shall agree to comply with all terms and conditions contained herein.

Print Full Entity Name: T4 Savatree

Authorized Signature: Teddy Hildebrandt

Print Name of Signatory: Teddy Hildebrandt

Title of Signatory: Branch Manager

PRICE BID SCHEDULE: IFB-5475-24-KH On-Call Tree Maintenance Services

TREE PRUNING BID RATE (TREE SERVICE LICENSE REQUIRED)

PRICE PER DIAMETER INCH AT 4.5 FEET BY SIZE CLASS
(enter price for each size class):

< 8" DBH	\$ 30
9 – 16" DBH	\$ 35
17 – 24" DBH	\$ 45
25 – 32" DBH	\$ 55
33 – 40" DBH	\$ 65
>41" DBH	\$ 75

TREE REMOVAL BID RATE (TREE SERVICE LICENSSE REQUIRED)

PRICE PER DIAMETER INCH AT 4.5 FEET BY SIZE CLASS
(enter price for each size class):

< 8" DBH	\$ 40
9 – 16" DBH	\$ 50
17 – 24" DBH	\$ 60
25 – 32" DBH	\$ 70
33 – 40" DBH	\$ 80
>41" DBH	\$ 90

EXISTING STUMP REMOVAL BID RATE

PRICE PER DIAMETER INCH AT 6" ABOVE GROUND LEVEL BY SIZE CLASS
(enter price for each size class):

< 8" DBH	\$ 17
9 – 16" DBH	\$ 17
17 – 24" DBH	\$ 18
25 – 32" DBH	\$ 19
33 – 40" DBH	\$ 20
>41" DBH	\$ 22