



WILDWOOD®

MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: February 6, 2019

Re: Contractor Agreement for 2019 Spring Tree Planting Project

For 2019, the Department is planning a spring tree planting project. The project will remove and replace 136 trees in the right of way. In order to bid the project, the Department utilized Meridith Perkins, Urban Forester/Arborist with Davey Resource Group, to prepare the Request for Proposal (RFP) at several locations. The scope of work for the project includes the following:

1. Remove of 92 ash trees along Forest Leaf Parkway, Green Pines Drive, and Green Needle Court and re-planting 92 new trees (species vary) to replace ash trees.
2. Planting of six (6) new oak trees along Taylor Road in newly established structural soil.
3. Removal of 15 declining trees/ stumps and removal of 2 additional stumps in 4 x 4 cut outs along Manchester Road and Taylor Road.
4. Planting of 18 new trees (species vary) in 4x4 cut outs along Manchester Road and Taylor Road. Replace soil in tree pits with approved planting soil.
5. Removal of 9 declining trees/stumps and removal of 4 additional stumps along Pond Grover Loop Rd.
6. Planting of 20 new trees (species vary) in existing soil along Pond Grover Loop Rd.

The project features our first usage of structural soil to re-plant 21 trees in the Town Center area. The use of structural soil will provide an improved planting medium for tree roots, which should allow the newly planted trees to thrive. (See **Exhibit A.**)

In addition, the project will replace 92 ash trees which are declining or will be dead as a result of the emerald ash borer (EAB) infestation. The EAB was seen in Chesterfield last year, so we expect to see the beginning of its effects on ash trees in Wildwood very soon. The location of the ash trees to be removed and replaced is shown on **Exhibit B.** Residents impacted by tree removal will be notified by mail by the Department in advance of the work.

For your reference, a copy of the full RFP has been attached to this memo. The estimated cost of the project is \$98,085; however, these costs will be partially reimbursed through a Department of Conservation Tree Resource Improvement and Maintenance (TRIM) grant for \$25,000. The project is required to be completed by April 30th.

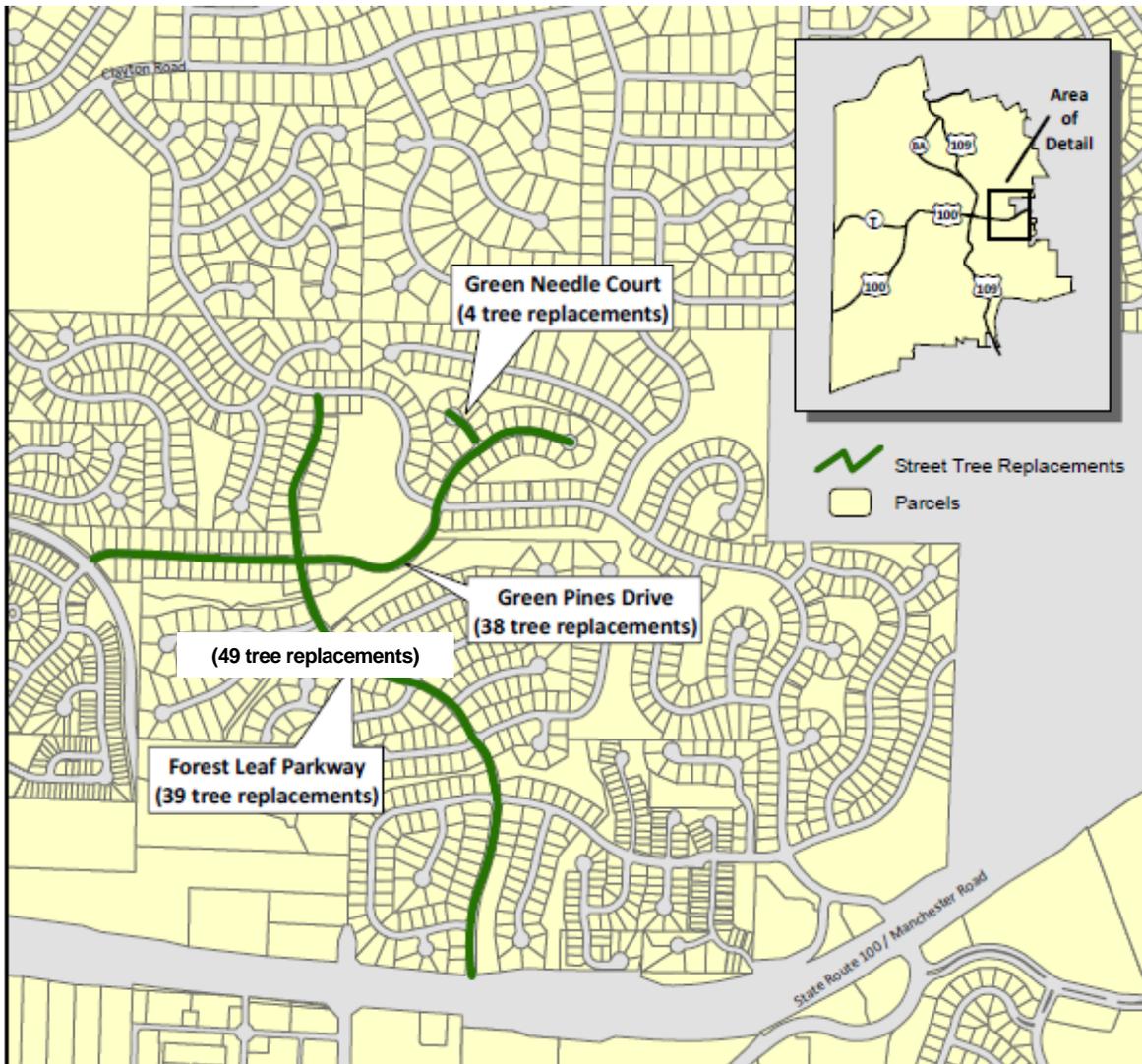


Exhibit B – Ash Tree Removal and Replacement

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CITY-CONTRACTOR AGREEMENT ON BEHALF OF THE CITY OF WILDWOOD WITH GAMMA TREE SERVICE, LLC, FOR THE FY 2019 SPRING TREE PLANTING PROJECT INCLUDING OTHER INCIDENTAL ITEMS AS SHOWN ON THE PROJECT SPECIFICATIONS AND DRAWINGS.

WHEREAS, the City of Wildwood, Missouri, has prepared specifications and drawings for a project to replace 136 trees within the public right of way; which includes 92 dead or declining ash trees, 20 trees along Pond-Grover Loop Road, and 24 trees along Manchester and Taylor Roads (the “Project”); and

WHEREAS, the City has \$175,000.00 budgeted for 2019 for tree removal and landscaping; and

WHEREAS, the City received a Tree Resource Improvement and Maintenance (TRIM) grant in the amount of \$25,000.00 from the Missouri Department of Conservation to contribute to the cost of completing this work; and

WHEREAS, the Department of Public Works solicited bids for the Project during January, 2019; and

WHEREAS, seven (7) bids were submitted by different (7) companies, all of which were competitive and met the requirements set forth by the City for the Project; and

WHEREAS, the bid from Gamma Tree Service, LLC, in the amount of \$69,825.00, was the lowest responsible bid received.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms, and provisions of the City-Contractor Agreement by and between the City of Wildwood, Missouri, and Gamma Tree Service, LLC, for construction of the Project, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and are hereby approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

Section Two. That the Mayor is hereby further authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be

necessary and appropriate to consummate the above mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the Mayor of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the Mayor may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

Section Three. The total expenses and liability of the City under the Agreement shall not exceed a contract sum of \$69,825.00, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this Ordinance of \$76,825.00

Section Four. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section Five. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section Six. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

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This Bill was passed and approved this ____ day of _____, 2019, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

Presiding Officer

James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

EXHIBIT A

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City–Contractor Agreement “Agreement” is made and entered into this ____ day of _____, 2019, by and between the City of Wildwood, Missouri (hereinafter called the "City") and Gamma Tree Experts with offices located at 1564 North & South St. Louis, MO 63130 (hereinafter called the "Contractor").

WITNESSETH:

The Contractor and the City, for the consideration set forth herein, agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents, hereby placed on file with the City Clerk, consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Agreement, which together with this Agreement form the entire agreement, obligations and duties of the parties, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II.

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents (the “Work”) and shall timely complete the project in strict compliance with all requirements and specifications set forth in the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents, and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of

which would prevent or interfere with the performance, in whole or in part, of the Work. All Work shall be performed in compliance with all applicable federal, state, and City laws and regulations, including but not limited to all grading, construction and zoning ordinances of the City.

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed here under shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor. Working days for the completion of the Work have been established. The count of working days will start on the date the Contractor starts any construction operations on this project and all Work shall be completed within the working days specified below.

Calendar Days: 65

Should the Contractor, or in case of default, the surety, fail to complete the Work within the working days or the completion date specified, whichever occurs first, a deduction of the amount stipulated in Article V will be made for each day that the Work remains uncompleted.

ARTICLE IV.

The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of \$69,825.00 dollars ("Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the fifteenth (15th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) day of each following month, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety five percent (95%) of the portion of the

Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth (20th) of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety five percent (95%) of the Contract Sum; and

(3) Final payment within 60 days after the Work is fully completed and accepted by the City and the Work fully performed.

(4) The retainage amount withheld by subsections (1) and (2) above shall not exceed any maximum amount permitted by law

ARTICLE V.

Performance of the Work

(a) Within seven (7) calendar days after being selected, the Contractor shall prepare and submit for the City's approval (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction and (2) a Traffic Control Plan indicating the location of all proposed signage, detours and road closures throughout the project which adequately address the traffic control plan of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration, specifically Figure 6H-11, Lane Closure on a Two-Lane Road, with Low Traffic Volumes (TA-11). The Notice To Proceed shall be issued within 10 working days of the selection, however, no Work will commence until the Contractor's Construction Schedule and traffic control plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the Work as designated by the Director of Public Works prior to continuation of further Work remaining on the project. This may include backfilling, seeding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Agreement. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of \$250.00 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause its Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime, premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof, or is not approved in advance by the City, shall be borne by the Contractor.

ARTICLE VI.

Delays beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required

to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so substantial that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of its rights under this Article VI.

ARTICLE VII.

Changes in the Work or Cost of Work

(a) The City may make changes within the general scope of the project by altering, adding to or deducting from the Work, and the Contract Sum adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Agreement. No extra Work or change in the Work shall be made except pursuant to a Change Order approved by the City and Contractor in accordance with the General

Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall promptly be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) If the Contractor intends to make a claim for an increase in the Contract Sum, it shall give the City written notice explaining the circumstances, justifications and amount of Contract Sum increase desired thereof promptly after the occurrence of the event or circumstances giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute further Work. No such claim shall be valid unless so made in accordance with the General Conditions. Any change in the Contract Sum resulting from such a claim shall first be authorized by Change Order executed by the City and Contractor. The City reserves the right to suspend Work of the Contractor pending the resolution of any claim for an increase in the Contract Sum.

(d) Any adjustment in the Contract Sum for duly authorized extra Work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII.

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which an extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Agreement, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Agreement, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Agreement Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this Article, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City, in the manner and to the extent directed by the City, all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, for any reason and in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX.

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and affect the following insurance coverages with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the liability of the Contractor under the General Conditions of this Agreement.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each accident*

The Contractor's policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

*But not less than the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, R.S.Mo. The Contractor and his Subcontractors shall cause the insurer(s) to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, R.S.Mo. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for the City's rights or defenses with regard to its applicable sovereign, governmental, or official immunities and protections provided by state constitution or law.

ARTICLE X.

The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of Work within the project limits. The Scope of Work includes the removal of 92 Ash Trees, the removal of 24 declining trees and stump removals. Planting 136 trees, soil replacement and watering trees within the rights-of-way, including traffic control, flagmen where needed and each area to be signed the same as shown on Figure 6H-11, Lane Closure on a Two-Lane Road with Low Traffic Volumes (TA-11), of the current edition of the MUTCD and other incidental items as identified in the construction documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF WILDWOOD
(the "City")

(the "Contractor")

By: _____
James R. Bowlin, Mayor

By: _____

Attest:

Printed Name: _____

Amanda Foster, City Clerk

Title

Request for Proposals

City of Wildwood Tree Project

Date Issued: January 8, 2019

Date Update: January 25, 2019

PURPOSE

The City of Wildwood will be removing 92 ash trees/stumps, 24 declining trees/stumps, and 6 additional stumps as well as re-planting a total of 136 trees in the public right of way. This project aims to support the establishment and longevity of every tree installed. To achieve this success, the trees must be planted according to best management practices and every effort should be made by the Contractor to promote healthy establishment. This project will help the City proactively react to the emerging threat of emerald ash borer and successfully re-establish a new urban forest canopy.

IMPORTANT DATES

Optional Pre-Bid Meeting: 1:00pm, January 23, 2019

Proposal Deadline: 10:00am, January 30, 2019

Project Completion: April 30, 2019

BACKGROUND

Trees in Wildwood have struggled to establish across the city, especially in the previously designed 4x4 concrete cutout pits. Most of the trees have been replaced multiple times over the course of ten years. The failure of these trees to thrive may be attributed to a combination of factors including: improper planting procedures, less ideal species selection, over application of mulch, poor drainage, limited soil volume available to roots, and harsh site conditions (reflective heat, salt, etc.).

The City of Wildwood's 2020 Vision includes a commitment to tree canopy across the community. However, in addition to many trees failing to thrive, we expect to lose all the ash trees in the rights-of-way over the next few years. To meet this challenge the Public Works Department is issuing this RFP for select ash tree removals and tree planting across the city.

SCOPE OF SERVICES

The successful Contractor will be responsible for providing the personnel and equipment needed to meet the project requirements and terms as specified in this document.

1. Remove of 92 ash trees along Forest Leaf Parkway, Green Pines Drive, and Green Needle Court. Details in Appendix A.
2. Planting of 92 new trees (species vary) to replace ash trees. Details in Appendix A.
3. Planting of six (6) new oak trees along Taylor Road in newly established structural soil. Details in Appendix B.
4. Removal of 15 declining trees/ stumps and removal of 2 additional stumps in 4 x 4 cut outs along Manchester Road and Taylor Road.

5. Planting of 18 new trees (species vary) in 4x4 cut outs along Manchester Road and Taylor Road. Replace soil in tree pits with approved planting soil. Details in Appendix C.
6. Removal of 9 declining trees/stumps and removal of 4 additional stumps along Pond Grover Loop Rd.
7. Planting of 20 new trees (species vary) in existing soil along Pond Grover Loop Rd. Details in Appendix D.

Commencement and Completion of Work:

The Contractor will be required to commence work upon notification by the City. Such work shall be performed efficiently and within the defined timeframe. Work may be halted temporarily if soil or weather conditions are unsatisfactory. Work shall include completion of all site prep, tree removal, stump grinding, site cleanup, and planting listed in Appendix which includes the list of project locations, site modifications, and select species. Alternative species may be included in Contractor proposal if adequate justification and value is explained.

Jobsite Management:

A skilled, technically experienced Contractor must always be present and available during tree removals and tree planting. This individual shall be in full charge of the work and have full authority for making decisions involving the work order, unexpected issues, project alternations, and communication. Proof of professional credentials must be submitted with this RFP.

The Contractor shall protect the work and the materials in or about the project from damage caused by weather, fire, theft, etc. and shall replace and make good any such damage or loss occurring entirely at the Contractor's own expense.

Work is to be performed during standard City work hours. No work is to be performed on Saturdays, Sundays, or national holidays without permission of the City.

Contractor will be required to coordinate with the City to establish accurate timelines and work processes to ensure efficiencies and minimize extend periods of site disturbance.

Contractor is responsible for locating all utility conflicts before stump grinding or planting new trees and adjusting scope to avoid issues. Any property damage associated with work, including damage to inground lighting or irrigation, shall be the responsibility of the Contractors.

Tree Removal:

Ninety-two (92) trees shall be removed in neighborhood east of Highway 109 and North of State Route 100. See Attachment A for area map and details. Additionally, the City will mark trees to be removed with a red painted dot on the base of each tree on the street side.

Fifteen (15) declining trees/ stumps and two (2) additional stumps in 4 x 4 cut outs along Manchester Road and Taylor Road shall be removed. See Attachment C for details.

Nine (9) declining trees/stumps and four (4) additional stumps along Pond Grover Loop Rd. shall be removed. See Attachment D for details.

All stumps and surface roots associated with each tree shall be completely removed. Grindings shall be removed and replaced with appropriate planting soil to support a new tree.

Tree Planting:

Ninety-two (92) trees will be planted along municipal streets to replace recently removed ash trees, six (6) trees will be planted along Taylor Road in front of Walgreens, twenty (20) trees will be planted in the open right-of-way along Pond Grover Loop, and eighteen (18) trees will be planted in 4x4 cutouts.

These trees will be planted according to best management practices as outlined in Appendix E and supported by the ANSI A300 Standards.

Contractor is expected to water the newly established trees to promote establishment.

Plant Material:

The Contractor shall be responsible for furnishing and installation of material listed in the bid package.

At the time of the bid opening, each bidder is required to present a statement listing the tree nursery(s) at which each type and quantity of tree is located for fulfilling the contract. These trees are to be available for inspection and approval by a representative of City or its agent. City may consider both pricing and quality in the selection process.

All trees shall have a one-year warranty. If trees die or fail to adequately establish, Contractor will replace the specimen free of charge for up to 12-months after initial installation.

Quality:

Successful bidders shall be prepared to supply certificates of origin from the respective nurseries for their stock. They shall have been transplanted or root pruned during growth, according to standards established by the AMERICAN NURSERY LANDSCAPE ASSOCIATION.

Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae, and shall have healthy, well-developed root systems. All trees shall be free of any physical damage such as bark abrasions, disfiguring knots, sunscald or cuts to limbs over ¾ of an inch in diameter that are not completely healed. Trees with multiple leaders will not be accepted. All plants shall conform to the **American Standard for Nursery Stock ANSI Z60.1 – 2004**, or most current version of this standard, published by the AMERICAN NURSERY LANDSCAPE ASSOCIATION. All plants shall be labeled by plant name (genus, species and cultivar) and size. Labels shall be attached securely to all plants when delivered.

Size:

Trees planted in open tree lawn shall be a minimum of 2 to 2.5-inch caliper at 6 inches above the root collar. Larger scale plants may be substituted at the discretion of the inspector in charge. Use of such plants shall not increase the Contractor price. If larger plants are approved, the ball of earth shall be increased in the proportion of the size of the plant. Trees planted in 4x4 pits may be a min. of 1.5-inch

caliper to accommodate limited root space and promote establishment. All trees are expected to have healthy root systems.

Inspection and Samples:

The Contractor shall furnish complete information as to the location of all proposed plant material. The City or its agent, reserves the right to accompany the vendor to any nursery to aid in the selection and tagging of plants.

Plants shall be subject to inspection and approval at place of growth and upon delivery for conformity to specifications as to quality, size and variety. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the process of the work for size and conditions of root balls, root systems, branch structure, diseases, insects and latent defects or injuries. Rejected plants shall be removed from the site within forty-eight hours. The Contractor shall furnish certificates of inspection of plant materials as may be required by Federal, State or other authorities to accompany shipments.

Digging and Hauling Plants:

All roots and above ground plant parts are to be protected to prevent drying out in transit. This includes using mesh tarps that are properly secured if trees are in leaf at time of delivery.

All precautions customary in good trade practice shall be taken in preparing plants for transplanting. Workmanship that fails to meet the highest standards will be rejected. Balled and burlapped trees shall have firm natural balls of earth and shall conform to the horticultural standard of the AMERICAN NURSERY LANDSCAPE ASSOCIATION. Loose, broken or manufactured balls may be rejected.

The root balls and above ground parts of all plants shall be adequately protected at all times from sun or drying winds. B&B plants that cannot be planted immediately upon delivery shall be staged at the Contractor's yard. These plants shall be set in the shade and the root balls shall be protected with moist wood chips or other acceptable material. All plants shall be watered as necessary until planted.

Planting Procedure:

Planting operations shall be conducted under favorable weather conditions during the spring.

The Contractor shall be required to submit to the City or its agent in writing a schedule of planting which shall include dates and locations. The Contractor shall not deviate from this schedule without informing the City or its agent in advance.

Prior to planting trees in pits, the Contractor shall inspect each pit to ensure adequate drainage. If drainage is inadequate, the City or its agent shall be notified, and his/her permission shall be obtained before placing the plant material into such pits.

Street tree planting pits shall be excavated to the entire extent of the pavement cut and shall be at least 30" inches in depth. Lawn trees shall be planted in pits that are a width of at least 2X the diameter of the root ball. Lawn tree planting pits shall only be excavated to a depth that allows root flare to be located at soil grade. All tree planting is to conform to the street and lawn tree planting/staking details as illustrated in Appendix E.

Tree staking is not required and should only be installed when needed.

Setting Plants:

Unless otherwise specified, all plants shall be planted in pits, centered and set such that the root collar shall be even with or slightly above finished grade after settlement. Centering the trees will be particularly critical where tree grates will be installed over the tree pits.

Trees shall be planted upright and faced to give the best appearance or relationship to adjacent structures. At minimum, wire baskets and surplus binding from the top 2/3rds of the ball shall be removed entirely. All broken or frayed roots are to be cut off cleanly with pruning shears. Soil shall be placed and compacted carefully to fill all voids.

Mulching:

All trees shall be mulched with 2" – 3" of shredded hardwood mulch. Mulching is to be performed the same day as planting. Mulch shall cover the entire tree pit and form a "saucer" around the tree. Mulch shall not be mounded up against the trunk of the tree or used to fill tree pit.

Clean Up:

The Contractor shall, as directed by the City, remove and properly dispose of all debris during the progress of this work and keep the premises neat and reasonably clean. Upon completion of the work, Contractor shall remove all equipment and unused materials, including excess soil and debris, and shall leave the premises in a neat and clean condition.

Duty to inform:

It shall be the Contractor's duty to inform the contract representative of any tree related issues identified by Contractor while performing the services outlined in this agreement that could cause harm or injury to people or property.

Communications:

It shall be the Contractor's responsibility to communicate all important project issues and questions with the contract representative. Specifically, the Contractor shall:

1. Provide contract representative a detailed schedule of work, including specific dates planned for each project area;
2. Notify contract representative when plant material arrives for possible inspections;
3. Notify contract representative of any work stoppage for any reason, including weather, material delays, etc.

The City shall be responsible for informing adjacent property owners of expected work and limiting parking or traffic as requested.

GENERAL INFORMATION

Contract:

The successful Contractor will be required to enter into a standard form services contract. The contract will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected Contractor's accepted and approved proposal.

The contract representative reserves the right to terminate the relationship with the successful Contractor if the required documents are not submitted to and approved within 30 business days of receiving notice of the contract award.

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the specified requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

Proposal Price:

Contractor shall provide itemize pricing for all aspects of project implementation. The City reserves the right to divide the project and select multiple Contractors for the work.

Incurred Costs:

The City of Wildwood will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

Confidentiality:

After award of the contract, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the participating communities. Based upon the public nature of these RFP's, a Contractor must inform the contract administrator, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Missouri Sunshine Law.

Compliance with the Laws:

The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Contract. Contractors shall make all necessary applications for a federal employer identification number, state sales tax number, and a payroll tax number; and file all tax returns as required by law.

Contractor hereby agrees that it will comply with all requirements of the Missouri Human Rights Act. Contractor hereby agrees that it will comply with all requirements of the Missouri Occupational Safety and Health Administration.

All State and municipal permits and licensing (i.e. right-of-way permit) must be in place prior to initiating any contract work.

Insurance and Bond Requirements

Contractor shall produce and maintain for the term of the contract, and any extensions thereof, the various insurance coverage required by the State of Missouri including minimum required amount of \$3,000,000 for:

1. Professional Liability Insurance
2. General Liability Insurance
3. Workers Compensation Insurance

All public agencies participating in this contract shall be listed as additional insurers for the operations of Contractor under this agreement.

Indemnification

The selected Contractor shall indemnify and hold the City of Wildwood, any trustees, officers, directors, agents, employees, representatives, and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, negligence or misconduct of said Contractor, its officers, agents, and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or deed. The Contractor shall be solely liable for all costs arising out of such claims, lawsuits, actions, or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or other indemnified party, in its or their sole discretion, shall have the option, at their expense, of being represented by its or their own counsel.

Pre-Bid Meeting

All interested Contractors are welcome to send a representative to the pre-bid meeting scheduled from 1:00pm – 2:00pm on January 23, 2019 at Wildwood City Hall. The purpose of this meeting is to review the expectations of this RFP. All questions will be addressed at this time. Any RFP addendums needed to clarify the intent and/or further explain the requirements of this RFP will be generated from the pre-bid meeting dialog. Any RFP updates will be shared with the participating Contractors.

Evaluation of Proposals:

The City will host a public bid opening. Proposals will then be evaluated based on price, vendor's qualifications, vendor's capacity, proposed design, and additional factors deemed relevant. The City has sole discretion to choose a Contractor and retains the right to refuse any and all proposals.

Negotiations:

The City of Wildwood retains the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the entire proposal, or portions thereof, be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held as contractually binding on the successful vendor.

Award:

The award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof. The City may select multiple Contractors to provide various elements of the project. The selected Contractor will have an option to decline the contract award.

CONTENT OF PROPOSAL: Due January 30, 2019 by 10:00am

To be considered for this project, all required elements must be submitted with the RFP. Required elements include:

1. All bids must be good for ninety (90) days after bid opening.
2. All proposals shall be based on one-year contract and all prices shall remain constant for the term of the contract.
3. Each bidder shall furnish copies of the following:
 - a. Complete Bid Summary Sheet (Attachment F)
 - b. Project References from projects of equal or greater scale that have been performed in the past three years. Include name and phone number of contact person.
 - c. List of professional team and credentials
 - d. Missouri Business License (copy)
 - e. Proof of insurance meeting the requirements listed in general information.

All proposals shall be submitted, as sealed bid, to:

Wildwood Public Works
Att: Rick Brown
16860 Main Street
Wildwood, MO 63040

Number of copies required: One (1) original and one (1) copy – two (2) total.
Any questions relative to the preparation of your proposal should be directed to:
Meridith Perkins, Contract Manager, (314) 452-4268, meridith.perkins@davey.com

Bid Opening: Wednesday, January 30, 2019 at 10:00am, Wildwood City Hall

The City of Wildwood reserve the right to accept or reject any proposal for any reason. All proposals shall be evaluated for completeness, level of experience, qualification of Contractor and key personnel and the ability to meet the standards of service required.

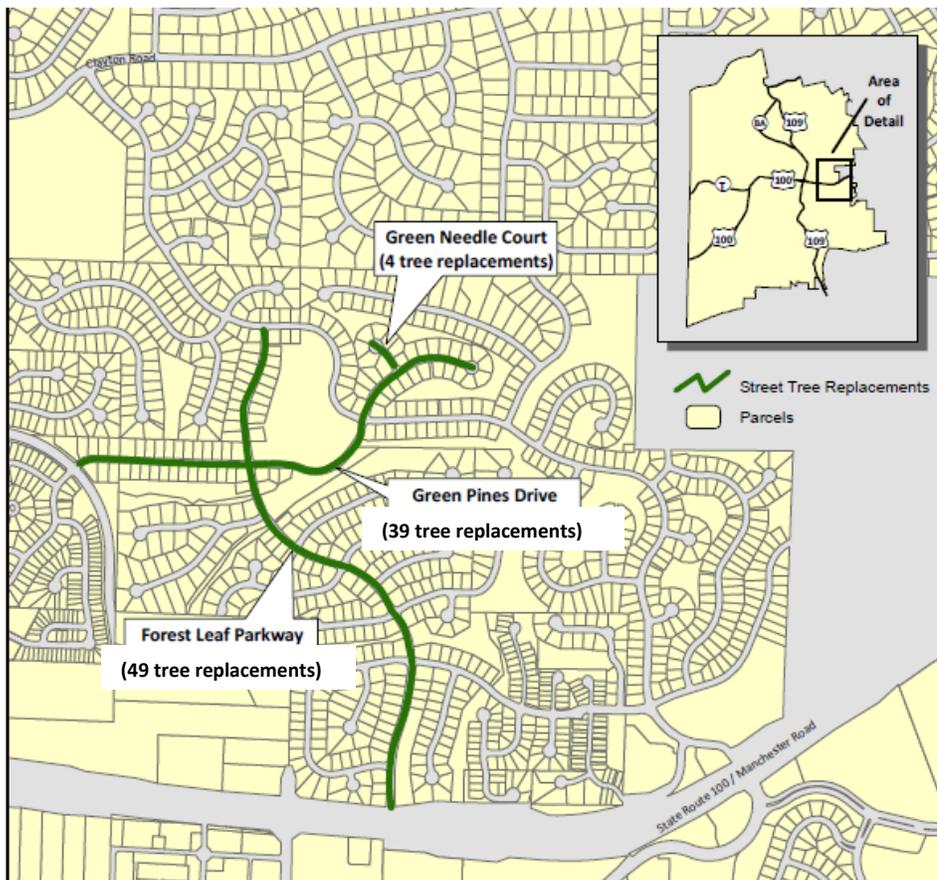
APPENDIX A: Ash Removal and Replacement

Removals: All ash trees (92 total) along designated segments of Forest Leaf Parkway (49 trees), Green Needle Court (4 trees), and Green Pines Drive (39 trees); see map below for location details. Diameter size varies between 4" – 24" DBH.

Replacement Species:

Genus	Number	Species
Oak	40	White Oak, Swamp White Oak, Northern Red Oak, Hybrid Oak
Maple	26	Miyabei, Red, Sugar
Linden	26	Silver, Little Leaf, American

Contractor is responsible for calling in all utility locates before stump grinding or planting.



APPENDIX C: 4x4 Cut Out Removal and Planting Locations

Location and replacement species:

Zone	Location Description	Street Name	Current Species	Site condition	Site size	Action	Recommended replacement species
Public Works	Garden East	Taylor Rd.	Pin oak	Declining Tree	4x4 cut-out	Remove/replace	Cherrybark oak
Public Works	Opposite Llywelyn's	Taylor Rd.	Pin oak	Vacant	4x4 cut-out	Replace	Nuttall oak
Public Works	East of Taylor	Manchester Rd.	Little leaf linden	Declining Tree	4x4 cut-out	Remove/replace	Little leaf linden
Public Works	East of Taylor	Manchester Rd.	Little leaf linden	Declining Tree	4x4 cut-out	Remove/replace	Little leaf linden
Public Works	East of Taylor	Manchester Rd.	Little leaf linden	Declining Tree	4x4 cut-out	Remove/replace	Little leaf linden
Public Works	East of Taylor	Manchester Rd.	Little leaf linden	Declining Tree	4x4 cut-out	Remove/replace	Little leaf linden
Public Works	East of Taylor	Manchester Rd.	Little leaf linden	Declining Tree	4x4 cut-out	Remove/replace	Little leaf linden
Public Works	East of Taylor	Manchester Rd.	Little leaf linden	Declining Tree	4x4 cut-out	Remove/replace	Little leaf linden
Public Works	Metro West	Manchester Rd.	Amur Maple	Declining Tree	4x4 cut-out	Remove/replace	Amur Maple
Public Works	Mobile Gas	Manchester Rd.	Honey locust	Declining Tree	4x4 cut-out	Remove/replace	Honey locust 'Skyline'
Public Works	Mobile Gas (across)	Manchester Rd.	Maple	Declining Tree	4x4 cut-out	Remove/replace	State Street Maple
Public Works	Corner (between Pierside Ln and U.S. 66)	Manchester Rd.	Honey locust	Declining Tree	4x4 cut-out	Remove/replace	Honey locust 'Skyline'
Public Works	Reliance Bank	Village Plaza View	Maple	Stump	4x4 cut-out	Remove stump/replace	Armstrong Maple
Public Works	Reliance Bank	Village Plaza View	Maple	Stump	4x4 cut-out	Remove stump/replace	Armstrong Maple
Public Works	Community College	Generation Dr.	Pin oak	Declining Tree	4x4 cut-out	Remove/replace	Blackgum 'Green Gables'
Public Works	West of 109	New College Ave	Pin oak	Declining Tree	4x4 cut-out	Remove/replace	Zelkova 'Village Green'
Public Works	West of 109	New College Ave	Pin oak	Declining Tree	4x4 cut-out	Remove/replace	Zelkova 'Village Green'
Public Works	West of 109	New College Ave	Pin oak	Declining Tree	4x4 cut-out	Remove/replace	Zelkova 'Village Green'
Public Works	West of 109	New College Ave	Pin oak	Declining Tree	4x4 cut-out	Remove/replace	Zelkova 'Village Green'

Eighteen (18) tree pits along Manchester Road and Taylor Road within the City's Public Works right-of-way require replacement trees. Fifteen (15) declining trees/stumps and two (2) existing stumps must first be removed.

New trees shall be centered in tree pit and metal tree grate reinstalled around trunk.

Care should be given to follow all planting standards outline in Appendix E, including removing ball and burlap material around roots and placing trees at proper depth so first root flare is at the surface. Excess mulch should not be added to fill space between soil surface and base of grate; no mulch should be touching the new tree's trunk.

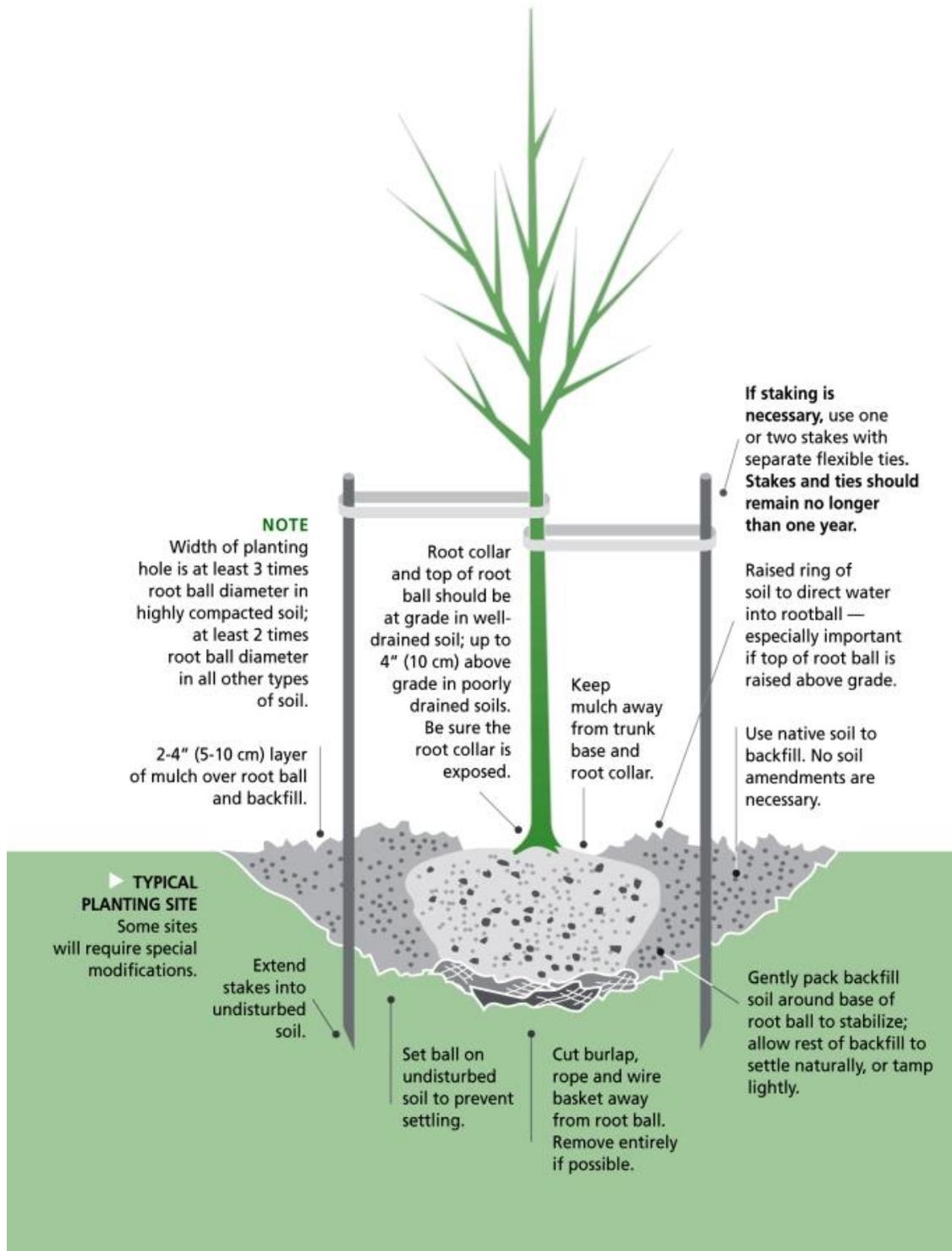
Soil replacement shall be high quality loam soil premixed to maximize tree health and drainage. Target pH levels <7 to avoid complications from alkalinity. Preferred mix may include blend of topsoil, sand, fines, and compost. Soil must be approved by the City prior to installation.

APPENDIX D: Tree Removal and Planting Along Pond Grover Loop

This area has a traditional tree lawn. Trees will fill in gaps between existing trees. Tree locations will be marked by the City. Contractor is responsible for calling in all locates prior to digging.

Zone	Location Description	Street Name	Current Species	Site condition	Site size	Action	Recommended replacement species
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	Declining Tree	10' tree lawn	Remove/replace	Forest Pansy Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	vacant	10' tree lawn	Replace	Forest Pansy Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Winter King hawthorn	Declining Tree	10' tree lawn	Remove/replace	Autumn Brilliance Serviceberry (single stem)
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	Stump	10' tree lawn	Remove stump/replace	Forest Pansy Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Winter King hawthorn	Stump	10' tree lawn	Remove stump/replace	Autumn Brilliance Serviceberry (single stem)
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	vacant	10' tree lawn	Replace	Appalachian Red Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	Declining Tree	10' tree lawn	Remove/replace	Appalachian Red Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	Declining Tree	10' tree lawn	Remove/replace	Forest Pansy Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	vacant	10' tree lawn	Replace	Forest Pansy Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Winter King hawthorn	vacant	10' tree lawn	Replace	Autumn Brilliance Serviceberry (single stem)
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	Stump	10' tree lawn	Remove stump/replace	Appalachian Red Redbud
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Winter King hawthorn	Declining Tree	10' tree lawn	Remove/replace	Autumn Brilliance Serviceberry (single stem)
Pond Grover	East of 109 (North Side)	Pond Grover Loop Rd.	Purple leaf plum	Stump	10' tree lawn	Remove stump/replace	Forest Pansy Redbud
Pond Grover	East of 109 (South Side)	Pond Grover Loop Rd.	Purple leaf plum	Declining Tree	10' tree lawn	Remove/replace	Appalachian Red Redbud
Pond Grover	East of 109 (South Side)	Pond Grover Loop Rd.	Purple leaf plum	Declining Tree	10' tree lawn	Remove/replace	Appalachian Red Redbud
Pond Grover	East of 109 (South Side)	Pond Grover Loop Rd.	Purple leaf plum	vacant	10' tree lawn	Replace	Forest Pansy Redbud
Pond Grover	East of 109 (South Side)	Pond Grover Loop Rd.	Purple leaf plum	Declining Tree	10' tree lawn	Remove/replace	Forest Pansy Redbud
Pond Grover	East of 109 (South Side)	Pond Grover Loop Rd.	Winter King hawthorn	Vacant	10' tree lawn	Replace	Autumn Brilliance Serviceberry (single stem)
Pond Grover	East of 109 (South Side)	Pond Grover Loop Rd.	Winter King hawthorn	Vacant	10' tree lawn	Replace	Autumn Brilliance Serviceberry (single stem)
Pond Grover	East of 109 (South Side)	Pond Grover Loop Rd.	Purple leaf plum	Declining Tree	10' tree lawn	Remove/replace	Appalachian Red Redbud

APPENDIX E: Tree Planting Detail



Planting detail provided by Washington State DNR

APPENDIX F: Bid Summary Sheet

Due Wednesday, January 30, 2019 by 10am

To be submitted in sealed bid clearly labeled with “Wildwood Tree Project”

Contact information:

Company Name:	
Company Address:	
Company Phone:	
Contact Name:	
Contact Phone:	
Contact Email:	

Price Quote:

TOTAL PROJECT PRICE <i>(INCLUDE 4 WATERING CYCLES)</i>	\$
Remove 92 Ash Trees and Stumps	\$
Remove 24 Declining Trees and Stumps	\$
Remove 6 Stumps	\$
Plant 136 1.5-2.5” caliper trees <i>(per specifications)</i>	\$
Recommended Soil Replacement Cost	\$
Water (all trees as needed during summer)	\$ /136 trees

References:

Client	Project Description	Contact Name	Contact Number

Professional Staff:

Name	Professional Credentials

Additional comments may be submitted on a separate page and may include alternative soil options.

APPENDIX G: Addenda

Addendum 1. The total number of ash trees to be removed and replaced (pages 1,2,3, 9, and 15) has been increased to 92. The tree replacement species distribution has been updated to reflect the change (page 9).

Addendum 2. The minimum tree size requirements for trees to be planted in 4x4 cut out locations (pages 3 and 15) has been reduced to 1.5” caliper to accommodate space limitations in pit and promote better establishment. Tree lawn specimen should remain minimum of 2-inch caliper.

Addendum 3. Bid Summary Sheet (page 15) has been updated to include: 1) clarification that the bids are due in sealed envelope clearly labeled with “Wildwood Tree Project”, 2) a bid line for soil options and price, 3) a project total amount line. Total number of ash trees to be removed and total trees to be planted has also been updated to reflect changes in Addendum 1.

Addendum 4. Additional soil descriptions for tree pit soil replacement were added (page 12). Contractor may provide pricing alternatives for various soil mix options.

Addendum 4. Pre-Bid Meeting Clarifications

Soil in Tree Pits

Soil in tree pits shall be replaced with high quality loam soil. Contractor will be responsible to remove and replace the soil. If drainage is a concern or other site limitations require alternative soil mix, contractor is responsible for making the City aware of their recommendation and change order. Price options have been added to the Bid Summary Sheet to allow contractor to outline price range for various soil mix; contractor to provide recommended mix.

New soil shall be a minimum of 30” deep. Trees shall be planted according to ANSI standards with root collar visible above soil grade.

Split Contracts

The City plans to award the project in full to one qualified contractor, however the City has the right to select multiple contractors if deemed necessary.

Watering

The City intends to include some tree watering in the contract commitment. Use of watering bags may be proposed. Regardless of the watering routine, the Contractor must provide a 1-year warranty.

Damage to Private Assets in Right-of-Way

Residents adjacent to tree work will receive notice that they must identify private irrigation lines, invisible fence, or other in ground material that may be vulnerable to disturbance during tree removal, stump grinding, and planting; the City does not anticipate conflicts. Contractor will be responsible for any damage.

Lane Drops

The City will not provide lane drops.

Prevailing Wage

Prevailing wage is not required on this project.

Tree Size Adjustments

Minimum size of trees to be planted in tree grates will be adjusted to allow for high quality, 1.5" caliper trees (Addendum 2)

Ash Number adjustments

The number of ash trees to be removed and replaced will be adjusted to include 11 additional trees (Addendum 1)

Clarify Tree Removals in 4x4 cut outs

The 24 declining trees to be removed from 4x4 cutouts will be marked by the end of the week.

Species Substitutions

Contractor may suggest species substitutions for tree planting based on limited availability or poor-quality stock. The City must approve any substitutions as a change order. Various hybrid oaks may be utilized as ash replacements; all recommended tree species must be adaptable to the challenging urban landscape. No columnar trees should be considered.

Little Leaf Linden should be replaced in tree pits where noted without substitution.

Debris Removal

Contractor is responsible for all debris removal and disposal.

Davey Tree Conflict of Interest

Davey Tree Expert Company may submit a bid. Davey Resource Group is supporting the City RFP process however the City of Wildwood will independently select the Contractor based on the transparent process.

Bid Bond

No bid bond is required for this project.

Low Bid Mandate

The award does not require a low bid.

City Council Approval

Contract award will require City Council approval.

Prior Tree Removal Bids

The City has bid tree removal in the past.

Plan Holder List

Plan holder list is available upon request

Bid Summary Sheet Updates

The Bid Summary sheet will be edited to include price line items for soil as well as a total project amount. (Addendum 3)

Sealed Bid

Final proposal is due by 10am on January 30, 2019. The outside envelope of the bid package must be clearly labeled as "Wildwood Tree Project".