



Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

REQUEST FOR BIDS

ASH TREE REMOVAL

RFQ NUMBER: 22-99763

Bids DUE Wednesday, November 30, 2022 by 2:00 PM

The City of Duluth is seeking sealed Bids from licensed tree service contractors for the removal of approximately 158 ash trees within the City of Duluth. Due to the potential dollar amount of this project sealed bids are required.

PROJECT DESCRIPTION: Removal will include all of the above-ground portions of the tree. Stump height will be no more than 4". In addition, the successful bidder is responsible for traffic control around each removal, and if needed, coordinating with above-ground utilities. The scope of work is anticipated to be those locations identified in the bid form, but is subject to change.

To view trees located at the Zoo please contact Forrest Michaels at 715-338-4013 or fmichaels@lszoo.org between 8:00 AM and 3:00 PM. All trees at the zoo that are behind a fence (notably around the intersection of Kingsbury Creek and Grand Ave and behind the cougar and black bear exhibits) only require marked trees to be dropped but not removed from the site. All main boles must be touching the ground and no branches are to be left higher than 2' from the ground. Stump requirements remain the same.

All trees to be removed on this contract are marked with a purple X. Work must be completed by April 30th, 2024.

A map of the marked trees can be found here:

<https://pg-cloud.com/DuluthMN/?scenario=PEAB2022>

Addresses in the list are largely accurate but some discrepancies exist due to our mapping software. The listed address can be adjacent to or sometimes across the street from the tree.

AWARD: The awarded bidder will be required to sign the City standard service agreement, a copy of which is attached. A construction contract will not be issued for this project, and prevailing wages are not required. This project is funded in whole or in part by a grant from the State of Minnesota. The attached general conditions and supplementary provisions are applicable to this project.

Work may commence December 1, 2022 or upon receipt of a fully executed agreement, whichever is LATER, and continue through the new year until the flight season of emerald ash borer (before growing degree days reach 425 according to this chart: <https://www.greencastonline.com/growing-degree-days/home>)

QUESTIONS: Please submit any questions regarding this project by Monday, November 21, 2022 via e-mail to purchasing@duluthmn.gov. Responses will be sent to all invited contractors.

****Be sure to prepare your quote based on securing performance and payment bonds if quote is over Twenty-Five Thousand Dollars, and obtaining the required insurance. ****

Please complete the attached bid forms and mail to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802 or drop off in person at the same address by the bid deadline. Please reference the RFQ number on the envelope when mailing/dropping off. An Excel version of the bid form is available upon request, but must be printed and returned via mail or in person to Purchasing. The Responsible Contractor form **MUST** be submitted with the bid if over (\$50,000) Fifty Thousand Dollars for it to be deemed responsive and accepted. **EMAIL BIDS WILL NOT BE ACCEPTED.**

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and/or all bids. Price may not be the only consideration for award. Quotes must be firm for a minimum of 60 days. Prices must be held for the duration of the agreement.

The awarded supplier/contractor will be required to submit the following forms before a contract will be executed. Copies of standard forms are available for view and download on the City website at <https://www.duluthmn.gov/purchasing/forms/>:

1. **Insurance** – Contractor must provide proof of Public Liability (General Commercial), Automobile Liability, and Worker’s Compensation insurance meeting City requirements. The insurance requirements are listed in section 5 of the standard service agreement.
2. **Declaration of Non-Collusion** – The successful bidder shall be required to execute a declaration stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Performance & Payment Bonds** – The awarded contractor will be required to submit performance and payments bonds in the full amount of the project cost prior to award.
4. **Affirmative Action/EEO** -- The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor must submit an Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.
5. **Out of State Contractor** - Unless a State of Minnesota Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy of the signed exemption form when submitting Payment and Performance Bonds. Visit <https://www.revenue.state.mn.us/sites/default/files/2011-11/sde.pdf> to access this form.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH
Patrice Stalvig
Purchasing Agent



GENERAL BID SPECIFICATIONS

Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

1. **General.** This document covers quotes or bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
 - a. Duluth Airport Authority
 - b. Spirit Mountain Recreational Area Authority
 - c. Duluth Entertainment and Convention Center
 - d. Duluth Transit Authority
 - e. Duluth Economic Development Authority
 - f. Duluth Housing and Redevelopment Authority
2. **Investigation by Bidders.** Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.
3. **Bidder Questions.** Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.
4. **Changes, Corrections & Withdrawal of Bids.** Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder. Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.
5. **Unit Pricing.** If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.
6. **Sales Tax.** Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.
7. **Bid/Quote Submission.** Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802, or dropped off in person at the same address. Bids must be received by Purchasing before the time and date specified in the invitation for bid.
8. **Non-Collusion Clause.** By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm that the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition.
9. **Award.** Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications.
10. **Bidder Qualifications.** Per Sec 41.23(e) of Duluth City Code, price may not be the only consideration for award. The City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of the bidder's performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03) By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.
11. **Rejection of Bids.** The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests.

The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.
12. **Liquidated Damages for Failure to Enter into Contract.** The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).
13. **Equal Employment Opportunity.** Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.
14. **Quantities.** The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.
15. **Prevailing Wages.** Per Sec 2-26 of Duluth City Code, payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees is required for all construction type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.
16. **Validity of Bids:** All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.
17. **Insurance.** All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current City requirements.
18. **Reports.** Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.

City of Duluth
Supplementary Provisions – State & Federal Funding
22-99763 Emerald Ash Borer Tree Removal

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BID FORM
BID 22-99763
ASH TREE REMOVAL IN BOULEVARDS

1. Bidders must complete the itemized bid list for any of the areas they are submitting a bid and enter the total for that area below. If there is a discrepancy in the total of the itemized prices and the bid amount entered on this form, itemized prices will be used to determine low bid.
2. If you do not wish to bid on an area, please enter "no bid" in the price column below.

AREAS	PRICE
Zoo	
West Duluth	
Morgan Park North	
Morgan Park South	
Gary Street	
101 st Avenue	
Gary New Duluth	

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here:

CITY OF DULUTH BID FORM 22-99763 ZOO

Vendor Name:

Line	Number	Street	Species	DBH	Last Injection	Notes	Price
1	408	North 75th Avenue West	Green ash	14.2			\$
2	404	North 75th Avenue West	Green ash	10.8		Behind fence	\$
3	404	North 75th Avenue West	Green ash	9.2		Behind fence	\$
4	408	North 75th Avenue West	Green ash	6.1		Behind fence	\$
5	408	North 75th Avenue West	Green ash	9.6		Behind fence	\$
6	408	North 75th Avenue West	Green ash	10.5		Behind fence	\$
7	408	North 75th Avenue West	Green ash	13.8		Behind fence	\$
8	408	North 75th Avenue West	Green ash	9		Behind fence	\$
9	408	North 75th Avenue West	Green ash	12.9		Behind fence	\$
10	408	North 75th Avenue West	Green ash	12.8		Behind fence	\$
11	7214	Fremont Street	Green ash	19			\$
12	7214	Fremont Street	Green ash	13		Behind fence	\$
13	7214	Fremont Street	Green ash	10		Behind fence	\$
14	7214	Fremont Street	Green ash	7		Behind fence	\$
15	7214	Fremont Street	Green ash	7		Behind fence	\$
16	7214	Fremont Street	Green ash	7		Behind fence	\$
17	7214	Fremont Street	Green ash	7		Behind fence	\$
18	7214	Fremont Street	Green ash	5		Behind fence	\$
19	7214	Fremont Street	Green ash	13		Behind fence	\$
20	7214	Fremont Street	Green ash	11		Behind fence	\$
21	7395	Grand Avenue	Green ash	6.7			\$
22	7214	Fremont Street	Green ash	19		Behind fence	\$
23	7214	Fremont Street	Green ash	16		Behind fence	\$
24	7395	Grand Avenue	Green ash	26			\$
25	7214	Fremont Street	Green ash	14		Behind fence	\$
26	7214	Fremont Street	Green ash	10		Behind fence	\$
27	7214	Fremont Street	Green ash	25		Behind fence	\$
28	7214	Fremont Street	Green ash	15.6			\$
29	7214	Fremont Street	Green ash	16		Behind fence	\$

30	7214	Fremont Street	Green ash	18		Behind fence	\$
31	7214	Fremont Street	Green ash	9		Behind fence	\$
32	7214	Fremont Street	Green ash	8		Behind fence	\$
33	7214	Fremont Street	Green ash	12		Behind fence	\$
34	7214	Fremont Street	Green ash	10		Behind fence	\$
35	7214	Fremont Street	Green ash	8		Behind fence	\$
36	7214	Fremont Street	Green ash	10		Behind fence	\$
37	7210	Fremont Street	Green ash	9			\$
38	7210	Fremont Street	Green ash	10			\$
39	7210	Fremont Street	Green ash	9			\$
40	7210	Fremont Street	Green ash	15.5			\$
41	7214	Fremont Street	Green ash	10			\$
42	7210	Fremont Street	Green ash	13.7			\$

42 Trees

Total inches 498.4
Average DBH 11.9

TOTAL

\$ -

CITY OF DULUTH BID FORM 22-99763 West Duluth

Vendor Name:

Line	Number	Street	Species	DBH	Last Injection	Notes	Price
1	5911	Bristol St	Green ash	16	2022		\$
2	6011	Bristol St	Green ash	21	2022		\$
3	6011	Bristol St	Green ash	20	2022		\$
4	5620	Main St	Green ash	19.3	2019	Overhead utilities	\$
5	626	N 41st Ave W	Green ash	20	2018	On 7th St	\$
6	625	N 46th Ave W	Green ash	20.5	2018	On 7th St	\$
7	625	N 46th Ave W	Green ash	29.5	2018	On 7th St	\$
8	303	N 59th Ave W	Green ash	20	2022		\$
9	1001	N 59th Ave W	Green ash	23.2	2021		\$
10	1220	N Central Ave	Green ash	21	2021		\$
11	6501	Roosevelt Street	Green ash	18	2021		\$
12	6501	Roosevelt Street	Green ash	18.4	2021		\$
13	6501	Roosevelt Street	Green ash	22	2021		\$
14	5919	Tacony St	Green ash	29	2021		\$
15	4014	W 5th St	Green ash	25	2018		\$
16	4015	W 5th St	Green ash	19	2018		\$
17	4021	W 5th St	Green ash	24	2018		\$
18	4025	W 5th St	Green ash	24	2018		\$
19	4031	W 6th St	Green ash	20	2018	On N 41st Ave W	\$
20	4031	W 6th St	Green ash	24.5	2018	On N 41st Ave W	\$
21	4310	W 6th St	Green ash	23	2018		\$
22	4310	W 6th St	Green ash	18	2018		\$
23	4316	W 6th St	Green ash	23.7	2018		\$
24	4324	W 6th St	Green ash	19	2018		\$
25	4607	W 7th St	Green ash	30	2018		\$
26	4611	W 7th St	Green ash	21.6	2018		\$
27	4615	W 7th St	Green ash	30	2018		\$

27 trees Total inches 600
 Average DBH 22.2

TOTAL \$ _____

CITY OF DULUTH BID FORM 22-99763 Morgan Park North

Vendor Name: _____

Line	Number	Street	Species	DBH	Last Injection	Notes*	Price
1	1011	84th Ave W	Green ash	22	2021		\$
2	996	85th Ave W	Green ash	26	2021		\$
3	1005	85th Ave W	Green ash	23	2019		\$
4	1005	85th Ave W	Green ash	23	2019		\$
5	1004	86th Ave W	Green ash	25	2019		\$
6	1004	86th Ave W	Green ash	23	2019		\$
7	1095	86th Ave W	Green ash	25	2019		\$
8	1108	86th Ave W	Green ash	21	2021		\$
9	820	87th Ave W	Green ash	27.7	2021		\$
10	814	87th Ave W	Green ash	19.4	2021	On 87th Ave W roundabout	\$
11	997	87th Ave W	Green ash	26	2021	On 87th Ave W roundabout	\$
12	1004	87th Ave W	Green ash	20.3	2019		\$
13	1105	87th Ave W	Green ash	28	2021		\$
14	1106	87th Ave W	Green ash	25	2021		\$
15	1106	88th Ave W	Green ash	19	2021		\$

15 trees Total inches 353

Average DBH 23.6

TOTAL \$ _____

*All trees are located on Edward and Concord Streets, except as noted

CITY OF DULUTH BID FORM 22-99763 Morgan Park South

Vendor Name:

Line	Number	Street	Species	DBH	Last Injunctio	Notes*	Price
1	1159	86th Ave W	Green ash	22	2019		\$
2	1159	86th Ave W	Green ash	17	2019		\$
3	1160	87th Ave W	Green ash	21	2019		\$
4	1201	88th Ave W	Green ash	20	2019		\$
5	1201	88th Ave W	Green ash	20	2019		\$
6	1467	88th Ave W	Green ash	28	2019		\$
7	1202	90th Ave W	Green ash	20	2019		\$
8	1202	90th Ave W	Green ash	18	2019		\$
9	1202	90th Ave W	Green ash	14	2019		\$
10	1473	90th Ave W	Green ash	25	2019		\$
11	1475	90th Ave W	Green ash	15.5	2019		\$
12	1402	91st Ave W	Green ash	27	2019		\$
13	1444	91st Ave W	Green ash	20	2019	Actually on 91st Ave W	\$
14	1462	91st Ave W	Green ash	21.6	2019		\$
15	8723	Falcon St	Green ash	20	2019		\$
16	8925	Falcon St	Green ash	20	2019		\$
17	8800	Idaho St	Green ash	16.5	2019	On 88th Ave W, near junction with Idaho	\$
18	8905	Idaho St	Green ash	19	2019		\$
19	8913	Idaho St	Green ash	28	2019		\$
20	8919	Idaho St	Green ash	18	2019		\$

20 trees Total inches 411 **TOTAL \$** _____
 Average DBH 20.53

*All trees are located on Falcon, Hilton or Idaho Streets, except as noted

CITY OF DULUTH BID FORM 22-99763 Gary Street

Vendor Name:

Line	Number	Street	Species	DBH	Last Injection	Notes	Price
1	205	W Gary St	Green ash	16	2019	NA	\$
2	208	W Gary St	Green ash	19	2019	NA	\$
3	208	W Gary St	Green ash	13	2019	NA	\$
4	208	W Gary St	Green ash	19	2019	NA	\$
5	208	W Gary St	Green ash	18	2019	NA	\$
6	214	W Gary St	Green ash	18	2019	NA	\$
7	215	W Gary St	Green ash	19	2019	NA	\$
8	215	W Gary St	Green ash	20	2019	NA	\$
9	305	W Gary St	Green ash	14	2019	NA	\$
10	305	W Gary St	Green ash	14	2019	NA	\$
11	305	W Gary St	Green ash	18	2019	NA	\$
12	306	W Gary St	Green ash	17	2019	NA	\$
13	306	W Gary St	Green ash	16	2019	NA	\$
14	306	W Gary St	Green ash	19	2019	NA	\$
15	401	W Gary St	Green ash	16	2019	NA	\$
16	401	W Gary St	Green ash	14	2019	NA	\$
17	401	W Gary St	Green ash	14	2019	NA	\$
18	409	W Gary St	Green ash	12	2019	NA	\$
19	409	W Gary St	Green ash	13	2019	NA	\$
20	409	W Gary St	Green ash	10	2019	NA	\$
21	409	W Gary St	Green ash	10	2019	NA	\$
22	410	W Gary St	Green ash	13	2019	NA	\$
23	410	W Gary St	Green ash	19	2019	NA	\$

23 trees Total inches 361
 Average DBH 15.7

TOTAL \$ -

CITY OF DULUTH BID FORM 22-99763 101st Ave

Vendor Name:

Line	Number	Street	Species	DBH	Last Injection	Notes	Price
1	14	W McGonagle St	Green ash	23	2019	On 101st Ave W	\$
2	1112	101st Ave W	Green ash	21	2019		\$
3	1112	101st Ave W	Green ash	21	2019		\$
4	1117	101st Ave W	Green ash	23	2019		\$
5	1120	101st Ave W	Green ash	29	2019		\$
6	1129	101st Ave W	Green ash	22	2019		\$
7	1132	101st Ave W	Green ash	22	2019		\$
8	1132	101st Ave W	Green ash	24	2019		\$
9	1201	101st Ave W	Green ash	26	2019		\$
10	1202	101st Ave W	Green ash	25	2019		\$
11	1206	101st Ave W	Green ash	29	2019		\$
12	1214	101st Ave W	Green ash	26	2019		\$
13	1215	101st Ave W	Green ash	19	2019		\$
14	1219	101st Ave W	Green ash	22	2019		\$
15	1219	101st Ave W	Green ash	28	2019		\$
		14 trees	Total inches	360		TOTAL	\$ -
			Average DBH	25.7			

CITY OF DULUTH BID FORM 22-99763 Gary New Duluth

Vendor Name: _____

Line	Number	Street	Species	DBH	Last Injection	Notes	Price
1	115	W McGonagle St	Green ash	16.5		1210 102nd Ave W	\$
2	115	W McGonagle St	Green ash	15		1210 102nd Ave W	\$
3	415	W McGonagle St	Green ash	23	2019		\$
4	216	E House St	Green ash	15.6	2019		\$
5	216	E House St	Green ash	19.5	2019		\$
6	1208	96th Ave W	Green ash	36	2019	3 stems	\$
7	1114	102nd Ave W	Green ash	21.5	2019		\$
8	1210	102nd Ave W	Green ash	16.7	2019		\$
9	1129	103rd Ave W	Green ash	18	2019		\$
10	1129	103rd Ave W	Green ash	20	2019		\$
11	1202	103rd Ave W	Green ash	20.9	2019		\$
12	1201	104th Ave W	Green ash	20	2019		\$
13	1201	104th Ave W	Green ash	22	2019		\$
14	1201	104th Ave W	Green ash	31	2019		\$
15	1202	104th Ave W	Green ash	22	2019		\$
16	1202	104th Ave W	Green ash	20	2019		\$
17	1202	104th Ave W	Green ash	27	2019		\$
		17 trees	Total inches	365		TOTAL	\$ -
			Average DBH	21.5			

SERVICES AGREEMENT
(Purchase Order #)

This agreement (“Agreement”) between the City of Duluth, a Minnesota municipal corporation (“City”) and **Contractor Name** (“NAME” or “Service Provider”), with offices located at **location**.

WHEREAS, City desires to enter into an agreement with a service provider to remove ash trees at various locations across the City;

WHEREAS, City issued a Request for Quote (the “RFQ”) for ash tree removal services (the “Services”);

WHEREAS, **NAME** is in the business of providing ash tree removal services to its customers;

WHEREAS, **NAME** submitted a Response to the RFQ (the “Response”) and has represented itself as fully capable of providing the Services to its customers and that it is qualified and willing to perform the services set forth in the RFQ;

WHEREAS, based on the Response the City has selected **NAME** as the lowest responsible bidder and wishes to engage **NAME** to provide the Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

Ash tree removal at various locations across the City, described in more detail on the Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the “Rates”) for the Services are outlined in Exhibit A. The total amount payable under this agreement shall not exceed **AMOUNT SPELLED OUT** and 00/100 dollars (\$**00.00**) unless the contract is modified by formal amendment. Payments shall be made from fund 205-130-1220-5310, CM205-PKMTCE-21PEAB. Service Provider shall be paid for the Services within thirty (30) days of the City’s receipt of an invoice.

3. Term; Termination. The term of this Agreement shall commence on date of attestation and shall continue, unless earlier terminated as provided for herein, for a period ending **DATE** (the “Term”). Either party may terminate this Agreement at any time prior to the end of the Term due to the other party’s material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party’s reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach. Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least sixty (60) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract.

4. Representations and Warranties. Service Provider represents and warrants that:

- i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.
- ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

5. Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

- (1) Workers compensation insurance in accordance with applicable law.
- (2) Commercial General Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as an Additional Insured under the Commercial General Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, or 10-days' notice of non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

6. Indemnification. To the extent allowed by law, Service Provider shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Service Provider's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with the Service Provider's employees or contractors, or d) the use of any materials supplied by the Service Provider to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

7. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such

records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- d. Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

8. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

9. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

10. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

11. Applicable Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

13. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH

SERVICE PROVIDER

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date

EXHIBIT A

RESPONSE TO REQUEST FOR QUOTE