



2025-6 Addendum 1 Trufast Tree Service Supplier Response

Event Information

Number: 2025-6 Addendum 1
Title: TREE TRIMMING AND REMOVAL SERVICES, COUNTY RIGHTS OF WAY
Type: Invitation to Bid
Issue Date: 4/18/2025
Deadline: 5/16/2025 09:00 AM (CT)
Notes:

ADDENDUM NUMBER 01 INVITATION TO BID #2025-6 TREE TRIMMING & REMOVAL SERVICES, COUNTY RIGHTS OF WAY

TO PROSPECTIVE BIDDERS: The original Request for Proposal documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document.

A pre-proposal conference was held on April 29, 2025, at 9:30 a.m. at the Christian County Resource Planning building. Attendees included: Luke Vaught, Larry Argo, Vaught Tree; Don Erickson, Oasis Tree Care, Luke Smith, Trufast Tree; Zethlee Hutsel, Aaron Powell, Monster

Tree Service; Christian Diewert, AAA Tree; Chris Hodges, Hodges Tree Trimming; Mark Davidson, Pilgrims Tree Service; Mark Cantrell, Arbor Masters; Miranda Beadles, Brent Young, Ashley Hannah, Kim Hopkins-Will, Adam Day, Rick Maggard, Christian County.

Due to the inclement weather during the preproposal conference, a site visit was not held. Should any tree trimming company prefer to go on a site visit for the three projects with Highway personnel, contact Brent Young at 417-840-7514 by Thursday, May 1, 2025, at 3:00 p.m. to set up a visit. Please note that the Highway Department is open Monday through Thursday from 6:00 a.m. to 4:30 p.m.

The following are questions submitted by prospective bidders and the official response from Christian County.

Q1: Our company currently only utilizes E-Verify in states where it is required. We have many crews working in Missouri. Can you provide more clarity on the E-Verify affidavit of compliance document and its necessity to bid on your projects?

A1: E-Verify is a State of Missouri law, and Christian County requires it for services as described below.

See Attribute #9.

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Christian County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in

connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000.

RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Christian County, Missouri, in order to comply with sections 285.525 through 285.550 RSMO, requires as a condition for the award of any contract or grant in excess of five thousand dollars or any public works project contract, the contractor shall submit the following documents: Required Affidavit for Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in

connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.
Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU).

Q2: Regarding the trees next to the fence post, how high should they be cut?

A2: They should be cut the same height as the fence post.

Q3: Do the chips need to be leveled?

A3: Yes, the chips need to be leveled, and any excess debris needs to be removed from the site at the contractor's expense.

End of questions.

All else remains the same.

End of Addendum One.

Christian County invites qualified vendors to submit responses for the **ITB #2025-6 Tree Trimming and Removal Services, County Rights of Way**, in accordance with the requirements stated herein. See Bid Specifications and Exhibit A in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. April 28, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for Tree Trimming and Removal Services, County Rights of Way. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County's best interest.

PREPROPOSAL/SITE VISIT CONFERENCE:

A preproposal conference will be held on April 29, 2025 at 9:30 a.m. The meeting will be held at:

**Christian County Resource Management Building
1106 W. Jackson Street
Ozark, Missouri 65721**

The Highway Department will provide a site tour of the areas after the preproposal conference. During the site visit you will have an opportunity to ask questions. Vendors are not required to attend but are **highly encouraged** to attend the conference.

Note: Only vendors in the referenced business will be allowed to participate in this conference/site visit.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by May 16, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or by email at purchasing@christiancountymo.gov for help with registering.

TERM:

This bid is for three projects. It will be necessary to work with the Highway Administrator on the timeline for completion of these projects.

PRICING:

The bidder will provide three (3) Lump Sum prices, one for each project. You will enter your price for each project under the **LINE ITEMS TAB**.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

BID SPECIFICATIONS/QUESTIONS-ANSWERS/EXHIBIT A:

Please see the **Bid Specifications and Locations MAP (Exhibit A)** under the **ATTACHMENTS TAB**.

IDEMNIFICATION:

Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors,

officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class County without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its County seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County includes Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721
Phone: 1 (417) 582-4309
Email: purchasing@christiancountymo.gov

Trufast Tree Service Information

Contact: Kyle Theobald
Address: 4386 N Farm Rd 159
Springfield, MO 65803
Phone: (417) 413-4729
Email: kyle@trufastreeservice.com
Web Address: trufasttreeservice.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle Theobald

Signature

kyle@trufasttreeservice.com

Email

Submitted at 5/13/2025 01:37:59 PM (CT)

Requested Attachments

DECLARATION PAGE MUST BE UPLOADED HERE

Signed Declarations Page.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

affidavit + MOU 2025 merge.pdf

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

MOU AND E-VERIFY AFFIDAVIT ARE REQUIRED WHEN AWARD IS MADE.

Bid Attributes

1 Christian County Bidder Responsibilities & Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge that you have reviewed the document.

We have reviewed this document.

2 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

Agree - No Deviations

3 Exceptions to Christian County Bidder Responsibilities & Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above in #2, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

N/A

4 Deviations and Exceptions to Specifications

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

N/A

5 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

Ensure that you print out and fill out the Declaration Page. You will submit the Declaration Page under the **RESPONSE ATTACHMENTS** TAB.

6 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

7 Business Compliance

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the declaration page and acknowledging any amendment submitted that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County.

8 Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

9 REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A copy of the affidavit is attached to this RFP.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verification program's Memo of Understanding (MOU)).

10 TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE

A nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

11 Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website:

[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>

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2

Fuel Charges

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

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Insurance Requirements

Insurance Requirements are attached under the ATTACHMENTS Tab.

An approved CERTIFICATE OF INSURANCE by the County is required before work begins.

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4

Invoices

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

1
5

Determination for Award

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

1
6**Attachments Required**

Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

1
7**Section 2****BID REQUIREMENTS**

The following items require an answer

1
8**Conflict of Interest Questionnaire**

Does this vendor have conflict of interest with Christian County?

1
9**Conflict of Interest pt. 2**

If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
0**Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
1**Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☒ I agree.2
2**FIRM QUALIFICATIONS****FIRM QUALIFICATIONS**

Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Please answer the questions below.

2
3**General Company Information**

Please provide your general company information:

Name of Company

Years in Business

Owners name and contact information

2
4**Applicable Job History**

Please provide applicable job history. What projects have you worked on that would prepare you for this job?

Aside from 8 years of experience doing tree work, we have done road clearance jobs for MODOT, and also right of way clearance for commercial contractors doing public works; Also did work for the City of Ozark, removing some hazardous trees along streets.

2 5	Project Manager Provide the Project Managers name and contact info. Luke Smith (417) 429-6257 luke@trufasttreeservice.com
2 6	Certifications List any certifications you have for this type of work? If none, write none. Certified arborist on staff (Luke Smith)
2 7	Christian County Prior Projects Please list any applicable prior projects completed for Christian County Commission. If none, write none. May of 2022 - removed trees on right of way on Cotton Wood Rd. (small job) Summer of 2022 - Did some right of way clearance on Elk Valley Rd, Old Prospect Rd, and Nicholas Rd Completed work for Bid #2022-8 Completed work for Bid #2023-11
2 8	Three References Required Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use them as a reference.
2 9	Availability If awarded, weather permitting, approximately, when can you start? Approximately 3 weeks from being notified of the award
3 0	Reference #1 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email MODOT - Kerry Hodgson - 1001 S. Springpark Blvd., Mt. Vernon, MO 65712 - 417.529.0256 - kerry.hodgson@modot.mo.gov
3 1	Reference #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email City of Ozark - Coby Murrill - 205 N. 1st St., Ozark, MO 65721 - 417.942.7623
3 2	Reference #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email Chase Ekstam - KCI Construction - 1950 W. Sunset St., Springfield, MO - 417.370.0463 - cekstam@kciconstruction.com

Bid Lines

1	LOCATION: COMMON 1 - NORTH MARSHFIELD ROAD - SITE #1 (SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB) LUMP SUM ***** Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees. All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way). All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD). Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project. See Bid SPECIFICATION under the ATTACHMENTS TAB more more information. Quantity: <u> 1 </u> UOM: <u> LUMP SUM </u> Price: \$33,062.50 Total: \$33,062.50
2	LOCATION: COMMON 1 - NORTH MARSHFIELD ROAD - SITE #2 (SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB) LUMP SUM ***** Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees. All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way). All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD). Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project. See Bid SPECIFICATION under the ATTACHMENTS TAB more more information. Quantity: <u> 1 </u> UOM: <u> LUMP SUM </u> Price: \$28,937.50 Total: \$28,937.50

3

LOCATION:

COMMON 2 - FERN ROAD - SITE #1, #2 AND #3

(SEE MAP - EXHIBIT A UNDER ATTACHMENTS TAB)

LUMP SUM

Trim and remove all branches. Cut, remove and stump grind all dead and hazardous trees.

All materials must be removed from the right-of-way by Contractor at the time that it is cut (no work zone shall be opened with debris still in right of way).

All traffic control must be provided by Contractor and meet current specifications outlined in the Manual on Uniform traffic Control Devices (MUTCD).

Bid shall include any overhead, mobilization, operators, fuel, and other expenses necessary for completion of project.

See Bid SPECIFICATION under the ATTACHMENTS TAB more more information.

Quantity: 1 UOM: LUMP SUM Price: Total:

Response Total: \$75,187.50