



**SPECIFICATIONS FOR THE 2017 – 2018 RIGHT-OF-WAY AND CITY PARK TREE TRIMMING and REMOVAL PROGRAM**

**INTRODUCTION**

The City of St. Joseph Department of Public Works is soliciting proposals from qualified tree trimming contractors. The requested work entails tree trimming/removal based on diameter at breast height (DBH) pricing. In addition it shall also include bulk pricing for trimming of two entire sections of the City. Furthermore, work may include emergency situations based on Time and Material pricing for tree damage including tree trimming and emergency response. Lastly, the proposal requests pricing for emergency tree removals based on DBH size.

Qualified contractors must have a working knowledge of municipal tree care. Contractors will provide all equipment, labor, tools, materials, and services as specified. The contractor shall also be responsible to dispose of all related debris.

This contract shall run two (2) years in length beginning April 1 2017 and the contract shall expire December 31, 2018.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed by the Bidder will be significant factors in award of this contract. Final decision on selection of the Bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at [www.sjcity.com](http://www.sjcity.com), or mailed by contacting the City Clerk at 700 Broad Street. St. Joseph MI 49085 (269) 985-0347.

**REQUEST FOR PROPOSAL: City Right of Way (ROW) Trees**

**CLOSING DATE AND TIME: 3:00 p.m. January 13, 2017**

**Issuing Officer** (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Greg Grothous, Deputy Director of Public Works at (269) 985-0309 or by email at: [ggrothous@sjcity.com](mailto:ggrothous@sjcity.com)

**Addenda:**

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

**Instructions to Bidders**

1) Sealed bids are due at the St. Joseph City Clerk's Office no later than **3:00pm, Friday January 13, 2017.**

2) Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: Sara McCallum, City Clerk  
Re: **Right of Way (ROW) Tree Trimming & Removal**  
700 Broad Street  
St. Joseph, MI 49085

It is the sole responsibility of the Bidder to see that its proposal is received in the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will be returned unopened.

**Incurring Costs**

The City is not liable for any costs related to respondents' preparation of their proposal.

**Withdrawal of Proposal.**

Any Bidder may withdraw its proposal in person, by facsimile, or by letter, at any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

**Opening of Proposals**

Proposals will be opened at 3:00pm in the City Commission Chambers on Friday January 13, 2017.

**Evaluation of Proposals**

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the January 23, 2017 City Commission meeting.

**Negotiations**

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

## **OBJECTIVE**

The objective of this proposal will provide the City of St. Joseph with the ability to utilize contractual services for section tree trimming and removal, service requests, street tree maintenance requirements of areas described herein, and emergency response for storm-related tree damage. Areas of work may include: City rights-of-way adjacent to residential neighborhoods, including boulevards, medians, islands, cul-de-sacs, parks, cemeteries and City-operated buildings. All are located within the City of St. Joseph except Riverview Park and Riverview Cemetery. Work may also include trees in County and State right-of-ways located in the City of St. Joseph.

This proposal is viewed to be an extension of the Parks and Streets Divisions of Public Works. Completed work shall be subject to field inspection by a representative from Public Works.

## **GENERAL**

Methods of trimming and pruning are to be performed in accordance with standard practices set forth by the American Association of Nurserymen, International Society of Arboriculture (ISA), the National Arborist Association (Pruning Standard for Class I Pruning), and the American National Standards Institute A300 (2012) and Z133.1-2012 Guidelines.

Personnel shall be experienced in tree work, using modern tools, and methods.

The contractor will be held responsible for any direct or indirect damages or injuries resulting from any act, omission, neglect, or conduct in the execution of the work to any public or private property. Such property shall be restored to its original condition at the expense of the contractor and to the satisfaction of the City.

All work to be performed shall be assigned by the Deputy Director of Public Works and/or authorized representative and, in all respects, shall conform to the provisions and requirements of this contract. Subject to the guidelines and specifications set forth in this RFP, Contractor is responsible for determining the method and manner of performing the work.

The City of St. Joseph reserves the right to add or delete, through written work orders, the amount of work specified by the terms of this contract.

## **SAFETY**

All equipment being used, and all work being performed must be in full compliance with the most current revisions of the American National Standards Institute Z-133.1-2012 for Tree Care Operations for Pruning, Trimming, Repairing, Maintaining, and Removing Trees, Removing Brush, Safety Requirements. These standards (ANSI Z-133.1-2012) are made part of this contract by this reference.

The contractor shall abide by all MIOSHA rules, and regulations.

There may be a small percentage of Right of Way (ROW) trees near utility service lines. Please be conscious of Electrical Hazard Awareness (EHAP). If line clearance trims need to be accomplished, please contact a City staff member and the City will contact the utility for the clearance trim request.

The contractor shall be solely responsible for pedestrian, and vehicular safety and control within the work site. The contractor shall provide the necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and is coordinated with the proper departments. Traffic control is the responsibility of the contractor when needed the City will provide additional traffic control support on Major Streets as identified by the City.

### **EQUIPMENT**

The contractor shall provide with his bid a list of all equipment to be used. The City reserves the right to inspect all equipment to be used prior to awarding a contract. Furthermore, the City reserves the right to inspect safety inspection documentation on all equipment.

All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated with the highest standards.

The City of St. Joseph requires the company's name to be displayed on all vehicles.

### **PERSONNEL**

On site supervision experienced in tree work, with the ability to respond and make decisions, is required and must be available by cell phone while working for the City of St. Joseph.

Personnel must have applicable commercial driver's licenses (CDL). They must meet Federal, State (MIOSHA), and local rules, regulations and ordinances.

Personnel must be readily identified as employees of the company (i.e., uniforms, shirts, hats, etc.).

### **SUBCONTRACTING**

Subcontracting will not be allowed under the terms of this agreement unless prior approval has been granted by the City of St. Joseph.

### **BIDDER'S QUALIFICATION**

Bids are solicited only from contractors who have acknowledged competence in trimming and removal of trees and who have been in this type of work continuously for at least five (5) years and have previously worked for municipalities. Bidders shall demonstrate competence, experience, and financial capacity to carry out the terms of this contract.

Successful bidder must have either a Certified Arborist on staff or readily have access to a Certified Arborist at no additional cost to the City.

### **METHOD OF TREE MEASUREMENT**

The size of the tree shall be determined by the diameter at breast height (DBH) which is an average diameter of the tree trunk taken at a point four and one-half (4-1/2) feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs lower than four and one-half (4-1/2) feet from the ground shall be measured at the smallest diameter below such limbs.

## **TRIMMING SPECIFICATIONS, WORK ORDERS, EMERGENCY RESPONSE**

1. The contractor may be required to hand out literature provided by the City which explains the trimming practices and objectives. If required, this literature must be distributed to each residence a minimum of two (2) days prior to commencing work.
  2. The contractor may be required to post "NO PARKING" signs, provided by the City, one (1) day prior to commencing work. Areas will be posted once, and completed before starting another area. Signs are to be removed upon completion.
  3. The contractor shall regularly communicate with and provide daily updates of work performed to a City of St. Joseph Public Works representative. Contractor shall also notify a City of St. Joseph Public Works representative of work it intends to perform and obtain approval before performing the same.
  4. Emergency work will typically consist of down or blocking trees or parts thereof, trees in danger of failure or for removal to facilitate and emergency repair of a water or sewer utility. **The Contractor's response time for emergencies must be within two (2) hours of initial contact.**
  5. Work shall not start before 7:00 a.m. and shall end no later than 7:00 p.m., Monday through Friday. Work on Saturdays and Sundays, City or national holidays shall be prohibited, unless specifically approved by the City of St. Joseph Department of Public Works
  6. Equipment shall be operated in a safe and lawful manner in accordance with all Federal, State (MIOSHA), and local ordinances.
  7. Safety precautions shall be practiced by the contractor to adequately safeguard all persons, and property from injury or damage. Federal, State, and local ordinances apply.
  8. Cleanup, and disposal of all trimming debris generated from this program shall be the responsibility of the contractor
  9. All work sites shall be left clean, and free of trimming debris at the end of each working day UNLESS permission is given by the City for extenuating circumstances.
  10. Access to residential driveways must be maintained **at all times.**
  11. The contractor shall remove all dead limbs and branches, "hangers," suckers, water sprouts, broken, and interfering branches. Cut all stubs at the branch collar. If requested by City staff, paint cuts over 6" in diameter and all old trunk scars with Lac @Balsam or equivalent.
- NOTE:** Not all trees requiring trims will need elevation trims. Branching habit, broken and storm-damaged limbs, stubs, suckers, water sprouts, and deadwood are to be removed or corrected on each and every tree assigned according to specifications *unless direct permission is granted by the City.*
12. Trees requiring elevation trimming shall be trimmed using a selective removal of branches, and limbs to keep the normal balance of height and width. No tree limbs over 12" in diameter shall be removed without approval of City staff.

13. Elevating branches to maintain balance and appropriate clearance:

Clearance over curbs and streets	-	16 - 18 feet
Clearance over lawns, walks and drives	-	8 - 10 feet
Clearance from roofs and structures	-	10 feet
Clearance around traffic signs	-	5 feet
Clearance around street lights	-	10 feet

Clearance of trees near street lighting and/or clearance of tree limbs under American Electric Power (AEP) lines will be assessed by City staff.

**Note:** Height may vary depending upon boulevard width and species of tree. Any variance is to be approved by City staff. Trees shall be trimmed according to specifications of the International Society of Arboriculture (ISA), and ANSI standards for street trees.

- 14. Trees identified as having structural weakness, decayed trunks, split crotches, or are otherwise unsafe **SHALL IMMEDIATELY BE** reported to the Public Works Department.
- 15. The contractor and his/her employees are expected to respond to the public in a respectable and courteous manner. The contractor or his employees are to refer the citizen(s) to the Department of Public Works at 269-983-6341.
- 16. Emergency tree removals shall be measured in DBH.
- 17. Stumping shall be done to a depth of 12", unless otherwise noted by City staff. Stumping shall be done to a width of 3' from the edge of the trunk. Obvious, visible surface roots shall be "chased" to a minimum of eight (8) inches. Stump grindings shall be removed to grade, and replaced with 3" of topsoil. Sunny mix grass seed shall be added to the stump area. Stump size will be determined using DBH.
- 18. The City of St. Joseph Department of Public Works will contact the contractor and provide a list of locations with trees to be trimmed, removed and/or stump removal. Separate list will be provided for each service. Trees will be listed by address or location. The City will include descriptions of the required work along with the list of locations. Work descriptions will be for trimming, tree removal, tree and stump removal or stump removal only.

In addition the City is requesting pricing for the trimming of two entire sections of the City per the trimming specifications contained in this document. Any removals identified in this section while trimming will be based on DBH. The first section pricing being requested is for Section #1, which encompasses the area bounded to the north by Napier Ave., to the south by St. Joseph Dr., to the west by Niles Ave. and to the east by Langley/Morton, including Highland Ct and Flanders PL. The second section pricing being requested is for Section #2 which encompasses the entire S. State St corridor from Lake Shore Dr. (Business I-94) to Hilltop Rd. (See map provided) Together, these sections contain approximately 620 trees varying in size from 40" DBH to 2" DBH.

The City will determine the size of the trees to be removed, trimmed or stumped and designate the size according to the below referenced chart.

Classification	DBH Tree Service
A	0 – 12” diameter
B	13 – 18” diameter
C	19 -24” diameter
D	25 – 30” diameter
E	31 – 36” diameter
F	37 – 42” diameter
G	43” + diameter

### **MAINTAINING TRAFFIC**

Where work is carried on in streets or other public thoroughfares, the contractor shall so plan and schedule his work as to cause as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. Access to Fire, Police, ambulance and other emergency vehicles shall be maintained at all times. All signing and barricading (including that of a flag man) shall be in accordance with the current issue of the Michigan Manual of Uniform Traffic Control Devices.

### **LIABILITY OF CONTRACTOR**

The contractor shall take all responsibility for the work and shall provide barricades, watchmen, flagmen, lights, etc., and take all precautions for preventing injuries to persons and property on or about the work site. Further, the contractor shall indemnify and save harmless the City and its individual officers and agents from all claims resulting or claimed to result from work performed by contractor. The contractor shall supply the City with a document indemnifying and holding the City harmless for any action taken by and/or damage caused by said contractor.

Climbing irons, gaffs, or spurs **SHALL NOT** be used on trees being pruned. Any tree damage caused by the contractor is to be repaired immediately at no additional expense to the satisfaction of the City of St. Joseph. Trees damaged beyond repair, as judged by a qualified arborist who is acceptable to both the City and the contractor, are to be removed at no expense to the City and replaced by a tree of an agreed upon size and species at contractor’s expense. Trees removed without the City’s authorization shall be replaced by a tree of an agreed upon size and species at contractor’s expense. The purchase price and planting cost for the tree will be deducted from monies owed to the contractor. The trees will be according to the City of St. Joseph specifications for planting and type of tree to be planted in the specified location.

### **GENERAL TERMS AND CONDITIONS**

Length of Contract: The contract shall run two (2) years. Trimming shall be continuous year-round. Some trees may be trimmed in the winter (oaks) and in the spring and summer (honey locusts) with the approval of City staff. The tree orders and emergency tree work will begin upon execution of the contract.

## **Award of Contract / Acceptance of Proposal**

The contents of this RFP and the respondent's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

## **Non-Discrimination.**

The successful bidder shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach.

## **Payment Terms:**

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.

City of St. Joseph Tree Removal, Tree Trimming and Stump Removal  
**BID FORM Page 1**

My bid for **tree removal** per City of St. Joseph Specifications is as follows:

<b>Classification</b>	<b>DBH Tree Size</b>	<b>Regular Price per tree</b>	<b>Emergency Price per tree</b>
A	0 – 12” diameter	\$ _____	\$ _____
B	13 – 18” diameter	\$ _____	\$ _____
C	19 – 24” diameter	\$ _____	\$ _____
D	25 – 30” diameter	\$ _____	\$ _____
E	31 – 36” diameter	\$ _____	\$ _____
F	37 – 42” diameter	\$ _____	\$ _____
G	43” + diameter	\$ _____	\$ _____

My bid for **tree trimming** per City of St. Joseph Specifications is as follows:

<b>Classification</b>	<b>DBH Tree Size</b>	<b>Regular Price per tree</b>	<b>Emergency Price per tree</b>
A	0 – 12” diameter	\$ _____	\$ _____
B	13 – 18” diameter	\$ _____	\$ _____
C	19 – 24” diameter	\$ _____	\$ _____
D	25 – 30” diameter	\$ _____	\$ _____
E	31 – 36” diameter	\$ _____	\$ _____
F	37 – 42” diameter	\$ _____	\$ _____
G	43” + diameter	\$ _____	\$ _____

My bid for **stump removal** per City of St. Joseph Specifications is as follows:

<b>Classification</b>	<b>DBH Tree Size</b>	<b>Regular Price per tree</b>	<b>Emergency Price per tree</b>
A	0 – 12” diameter	\$ _____	\$ _____
B	13 – 18” diameter	\$ _____	\$ _____
C	19 – 24” diameter	\$ _____	\$ _____
D	25 – 30” diameter	\$ _____	\$ _____
E	31 – 36” diameter	\$ _____	\$ _____
F	37 – 42” diameter	\$ _____	\$ _____
G	43” + diameter	\$ _____	\$ _____

**PERSONNEL AND EQUIPMENT**

**Hourly Rate**

Tree maintenance/removal rate per crew (3 persons) including all equipment, saws, vehicles, aerial lifts, chipper and traffic control devices.

\$\_\_\_\_\_

**Additional Personnel**

**Hourly Rate**

Rate for each additional person

\$\_\_\_\_\_

**Note:** Final disposal of wood chips, un-chippable tree parts, and logs shall be included in the hourly rates.

My bid for **section tree trimming** identified in this document per City of St. Joseph Specifications:

Cost to trim Sections 1 and 2:

\$\_\_\_\_\_

City of St. Joseph Tree Removal, Tree Trimming and Stump Removal  
**BID FORM Page 2**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_  
Please Print

Signature of Authorized Representative: \_\_\_\_\_

**References**

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_