

CITY OF PLACERVILLE
Request for Proposal
Tree Removal Arborist Services
August 17, 2016

Company Name _____

Date _____

INVITATION

The City of Placerville invites tree service contractors to submit proposals for the treatment and removal of trees located within the City of Placerville’s Gold Bug Park.

PURPOSE

The purpose of the Request for Proposal (RFP) is to select a qualified tree service contractor to treat and remove trees at Gold Bug Park, located within the City of Placerville.

The City is seeking Contractors whose combination of experience and personnel will provide environmentally sound, timely, and cost-effective professional services to the City. Consideration will be given only to proposals from firms that are properly licensed, experienced in the class of work, and that can refer to projects of similar magnitude and character that have been completed.

SCOPE OF SERVICES

The Contractor(s) selected will assume full responsibility for treatment and removal of trees. Contractor’s responsibilities include:

- Migratory Bird Treaty Act compliance (survey reports, as needed in nesting season – see Table 1)
- Site preparation
- Posting/notification
- Deadwood removal
- Mistletoe removal
- End weight reduction

- Prune
- Raise crown
- Tree removal
- Stump grinding
- Treat for bank borders
- Debris removal
- Materials disposal and recycling/salvage
- Mulching
- Site cleanup and repair, as necessary
- Photographic documentation

The City will mark trees and conduct one, or more, site walks with the Contractor(s) preparatory to work. The Contractor(s) will be expected to work cooperatively with the City and to adapt to developing circumstances on any given project.

Cost Basis: Proposers must provide a total cost, with supporting detail, for the Scope of Work as presented in this RFP. To be considered, proposal must detail how this total cost estimate was arrived at, which must include a cost breakdown by individual tree. Any additional expenses, such as stump grinding, debris disposal, and photo documentation, should be detailed as well.

Job Walks/Scheduling/Delays: The Contractor(s) is responsible for completing the project within the deadline in spite of any non-City-caused delays, such as weather, equipment malfunctions, crew scheduling, etc. Contractor(s) should refer to the scheduling parameters under Item I, below.

One or more job walks will be conducted prior to the start of work, during which time the Contractor(s) and the City will agree and sign off on a specific timeline for a specific work order. ***Payment on each work order will be reduced by five percent (5%) for every work-day beyond the agreed completion date.***

Migratory Bird Treaty Act compliance: For any tree removal to be conducted during bird nesting season the Contractor(s) must obtain and provide to the City a survey report from a qualified biologist affirming compliance prior to tree removal.

Photo Documentation: The Contractor(s) will provide the City with before and after digital photographs of each work site documenting the removal of each tree and the site conditions before and after removal.

Job Cleanup: Except where not feasible or not desired by the City, each stump will be ground in accordance with industry practice.

Salvage Wood Products and Debris: To minimize unneeded waste from tree removal projects, the City of Placerville directs the Contractor(s) to facilitate the highest possible use of the wood,

other debris, and the potential for salvage of trees. On the job-walk(s), if trees suitable for processing as sawlogs or for other type of salvage are noted, the Contractor(s) will alert the City. Preference will be given to Contractor(s) with experience in processing and marketing wood products and/or salvaging trees.

The Contractor(s) will be responsible for:

1. Assessing the feasibility of removing identified trees, providing a cost estimate, and the proposed schedule.
2. Working as a member of the support team and interfacing with the City's Park representative.
3. Identifying temporary construction or temporary access easements and Right-of-Way limits required for the removals.
4. Interfacing with property owners as an agent of the City to complete the removals.
5. Completing the removal within the agreed timeframe and budget.
6. Assuming any consequences resulting from any and all aspects of the removal.
7. Providing the City with a detailed removal report that includes the following information:
 - a. Type of tree (genus and species)
 - b. Dimensions of tree (DBH and height estimate)
 - c. Location of tree (street address and location description)
 - d. Date of removal
 - e. Number of crew-hours or person-hours tallied for removal of tree (required even if City is billed on a per-tree basis)
 - f. Amount and type of debris/waste produced, final placement or use of each type of debris/waste, and monetary value (if merchantable).
8. Above report and invoice must be provided in electronic form, and may be provided on paper as well.
9. Providing a detailed invoice that breaks down all costs per tree.

MINIMUM QUALIFICATIONS

Contractor(s) must meet all of the following requirements:

California Contractors State License Board (CSLB) C-27 or C-61/D49 current valid license.

International Society for Arboriculture (ISA) Certified Arborist: A Certified Arborist must directly supervise each work crew, must be onsite for at least $\frac{3}{4}$ of every work shift, and must be

available by cell phone or radio whenever not onsite. ISA certification is also required of at least one representative of Contractor(s) when conducting site walks.

A Certified Utility Specialist must be made available if needed for specific tree removals. Certified Tree Worker (Climber Specialist and Aerial Lift Specialist) from ISA or Western Chapter ISA. A Certified Tree Worker with the appropriate specialty must be present onsite whenever any heavy equipment or power equipment is being used, or when climbing or rigging trees.

Equipment and Staff/Workload: Contractor(s) must have, or be able to obtain, sufficient equipment and staff to perform all work under this RFP within the allotted schedule.

INSTRUCTIONS

A. Proposal Submission

Proposals must be completed and submitted no later than 5:00p.m., Thursday, December 15, 2016. Proposals shall be submitted in an envelope marked "Tree Treatment and Removal Arborist Services RFP". Address all proposals to:

Steve Youel, Director of Community Services
City of Placerville
549 Main Street
Placerville, CA 95667

B. Request for Clarification

To clarify information contained in the RFP proposers should contact Steve Youel, Director of Community Services at (530) 642-5232.

C. Rights of the City

The City of Placerville reserves the right to refuse or reject any and all proposals, waive irregularities and information in any proposal, and to review, consider, evaluate, and use any proposal in a manner consistent within the law and in the best interest of the City. The City reserves the right to award a contract to more than one company.

D. Cost of Proposal Preparation

Companies are responsible for costs incurred by responding to this RFP.

E. Disqualified Proposals

Any proposals received after the proposal submission deadline or with insufficient postage shall be refused and returned to the proposer unopened.

F. Equal Employment Opportunity

Proposer shall agree that it does not and will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, age, disability or

national origin.

G. Indemnification

Proposer shall save, keep, hold harmless, defend and fully indemnify the City of Placerville and its officers, employees, elected officials, attorney, members of boards and commissions, agents and volunteers from all damages, claims for damages, costs and expenses, including legal fees and expenses in law or equity that at any time arise out of the bidders performance.

H. Insurance

The Contractor will be required to maintain adequate Automobile Liability, General Liability and Worker's Compensation Liability coverage. Proposer shall adhere to Worker's Compensation insurance requirements of the California Labor Code for all employees. Proposers must provide details on coverage, or intended coverage amounts, in proposal. Minimum insurance requirement are detailed in Addendum 1 – Insurance.

I. Schedule:

<u>Task</u>	<u>Tentative Date</u>
RFP Noticed	9-29-16
Last day to submit written questions to City	10-27-16
Contractors email RSVP for Bidders' Tour	11-10-16
Bidders' Tour	11-17-16
Proposal Submittal Deadline	12-15-16
City Council awards the contract	1-10-17
Site walk and issue 1st Work Order (immediate tree treatment and removals)	1-23-17
Proceed with 1st Work Order (immediate tree treatment and removals)	1-30-17
Completion of all projects	3-3-17

J. Bidder Tour

Bidders will have an opportunity to view sites prior to submitting a bid, tentatively scheduled for 10:00 AM Thursday, 11/17/16. Bidders who wish to be included must RSVP by 11/14/16 to: Steve Youel at (530) 642-5232 to receive tour details.

K. Conditions

1. No proposer-initiated amendments or alterations to the proposals will be accepted after the deadline.
2. The City may request, at its discretion, revisions to proposals or portions thereof.
3. The City may request clarification or meetings to clarify sections of the proposals, at the City's sole discretion.
4. Once submitted, proposals become the property of the City of Placerville.
5. Information to be considered proprietary should be identified as such when the proposal is submitted.

6. Per City of Placerville procurement protocols, preference will be given to vendors and contractors located within the City of Placerville wherever qualifications and adherence to necessary specifications are equal.
7. The selected contractor(s) will be required to have or obtain a valid Placerville Business License.
8. In the event the City should consider awarding a contract for service, the City reserves the right to negotiate the specific terms of the contract using the proposal as a basis.
9. Proposers acknowledge that it is the intent of the City to comply with all applicable federal and state laws, purchasing ordinances and regulations, or other legal obligations through the process.
10. Proposers acknowledge that they are aware of, and intend to comply with the following federal laws:
 - Endangered Species Act (ESA)
 - Migratory Bird Treaty Act (MBTA)
 - National Historic Preservation Act (NHPA)
 - Bald and Golden Eagle Protection Act (BGEPA)
11. Proposers acknowledge that they are aware of, and intend to comply with the following local ordinances:
 - Oak Tree Preservation Ordinance (Monrovia Municipal Code 17.20.040)
12. **DRUG FREE WORKPLACE:** The Contractor(s) shall provide a drug-free workplace during the performance of the contract.
13. **OSHA REQUIREMENTS:** The Contractor(s) is required to comply with all Occupational Safety Health Act (OSHA) standards applicable to the work. Employees must wear OSHA required safety equipment while working.
14. **SAFETY:** Work area safety is the responsibility of the Contractor(s). If the City observes conditions or practices which it deems to be unsafe, hazardous, or damaging, or violations of any of the conditions in this section, the City will alert the crew Foreman and Project Manager immediately. If the problem is not corrected, or the City deems it to be an immediate hazard, the City may order work to be stopped, and will not be liable for Contractor(s) expenses for the period in which the violation or unsafe condition persisted.

QUESTION 1: ITEMIZED PROPOSAL

Cost Estimate: Provide total cost estimate and estimates per tree removal (or address) in Table 1. All costs must be included and accounted for – mobilization, preparation, MBTA survey if needed, tree removal, site cleanup, waste/debris disposal/recycling, photo documentation, and all

reporting. Cost estimate should take into account the savings resulting from reduced waste disposal costs due to marketing or salvage of different types of trees.

QUESTION 2: CONTRACTOR(S) CORPORATE INFORMATION

Please provide the following information for your Company:

Company name:

Company mailing address:

Company street address:

Contact name, title, phone and email:

California Contractors State License Board (CSLB) current valid license number:

CSLB licensee name, address and phone number:

CSLB license category:

CSLB license valid dates:

City of Placerville business license number*:

Small business, minority-owned business or women owned business enterprise certification, if applicable:

*Selected Contractor must have or obtain a current Placerville business license before contract is finalized.

QUESTION 3: SUBCONTRACTOR CORPORATE INFORMATION:

Please provide the following information for each Subcontractor to be used for this project:

Subcontractor company name:

Subcontractor company mailing address:

Subcontractor company street address:

Subcontractor name, title, phone and email:

Subcontractor City of Placerville business license number*:

Subcontractor small business, minority-owned business or women owned business enterprise certification, if applicable:

Subcontractor scope of work description

Subcontractor scope of work value

If applicable:

California Contractors State License Board (CSLB) current valid license number:

CSLB licensee name, address and phone number:

CSLB license category:

CSLB license valid dates:

*Each Subcontractor must have or obtain a current Placerville business license before contract is finalized, if Subcontractor's work is to be conducted within the City of Placerville.

QUESTION 4: ASSIGNED EMPLOYEE QUALIFICATIONS

For each key employee of Company or Subcontractor to be assigned to this project, please provide the following information (must be full-time employees of Company or Subcontractor). Please see list of Minimum Qualifications and provide at least one individual meeting each of the required certifications. At a minimum, include the Project Manager, Crew Foreperson, Tree Worker and Biologist.

Employee name:

Employer:

Company title (Supervisor, Manager, etc.):

Proposed project responsibilities:

Availability:

Arborist certification source, number, type, and expiration**:

Education:

Experience:

** For certification source, indicate International Society of Arboriculture (ISA) or Western Chapter ISA (WC-ISA).

QUESTION 5: CONTRACTOR PROJECT HISTORY

Please provide details of up to six (6) projects your company has performed in the past five (5) years that are similar in size and scope to this project:

Project name:

Owner name, address, contact name, phone:

Contract amount:

Contract date:

Project description:

QUESTION 6: CONTRACTOR CURRENT PROJECTS

Please provide details of up to six (6) projects your company currently has in progress that are similar in size and scope to this project:

Project name:

Owner name, address, contact name, phone:
Contract amount:
Contract date:
Project description:

QUESTION 7: EQUIPMENT INVENTORY

List all equipment you intend to use for this project. For each piece of equipment, provide the following:

Equipment type:
Brand name:
Model number:
Serial number:
Own or will lease?

QUESTION 8: SAFETY INVENTORY

What type of traffic controls does your company have? Describe in detail how you intend to set up a safe work zone for the motoring public, pedestrians, and your employees in relation to this project.

QUESTION 9: CLAIMS AND SUITS

9a: Has your company ever failed to complete any contracted work, either awarded by the City of Placerville or any other entity? If yes, provide the following:

Project name:
Owner's contact information:
Project manager's name:
Contract amount:
Contract date:
Reasons for failing to complete the contracted work:

9b: Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your company or any of its officers, principals or partners? If yes, provide explanation.

9c: Has your organization ever filed any law suits or requested arbitration with regard to any contracts within the last five years? If yes, provide explanation.

QUESTION 10: RECYCLING AND SALVAGE

10a: Your firm's waste reduction history:

Describe one or more recent projects that your firm has completed. What types of trees, if any, have you been able to divert to uses as salvage or sawlog materials? What other measures have you taken to reduce the amount of materials going to landfills?

10b: Your firm's waste reduction plans:

Please describe how your firm will minimize waste material going to landfills for this project. Provide the name and address of the facilities where you will process, store and market wood products, salvage materials, etc. If you plan to process materials on-site, please indicate what equipment you would use and what site conditions would be required to operate it. Also note that most sites in this project are in residential neighborhoods and may not be suitable for on-site processing, so you are advised to provide your contingency plan for off-site processing. Also please note that any firewood that is produced must be removed from the job site – it cannot be provided for free or for sale to local residents at the job site. This restriction does not apply to lumber or slabs, if any, produced at the jobsite.

INSURANCE REQUIREMENTS:

Contractor(s) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor(s), his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (Occurrence Form CG 00 01).
2. Insurance Services Office (ISO) Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California
4. Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General liability: (Including operations, products, and completed operations) **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either

the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: **\$2,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$2,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the contractor shall provide a financial guarantee satisfactory to the entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

WAIVER OF SUBROGATION

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the contractor, its agents, employee, independent contractors and subcontractors.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City. This is only a recommendation. The City may decide to accept an insurer with a rating of less than A: VII depending on various circumstances.

It is also recommended that the insurer for the contractor/consultant/vendor/lessees be "admitted" in California. This means that the insurer is licensed to do business in California, is subject to his insurance regulations and contributes to the guarantee fund. However, there may be situation where a non-admitted insurer will have more financial strength (and the ability to respond to claims) than some admitted insurers. Please contact your broker, legal counsel or BRS when faced with this situation.

These recommendations are applicable to almost any risk and exposure discussed in this manual.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. The endorsements shall conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.