

# Request For Proposal

**Right-of-Way (ROW) Tree  
Trimming & Removal  
Program 2023-2024**

*City of St. Joseph, Department of Public Works  
1160 Broad Street, St. Joseph, MI 49085*

**I. Purpose:**

This Request for Proposal (“RFP”) is to provide interested **Contractors** with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for tree maintenance services for the City Right-of-Way (ROW) Tree Trimming and Removal Program.

Qualified Contractors must have a working knowledge of municipal tree care and performing this type of work continuously for at least five (5) years. Successful bidders must have a Certified Arborist, accredited through the International Society of Arboriculture (ISA), on staff or readily have access to a Certified Arborist at no additional cost to the City.

Services include furnishing all labor and equipment necessary for section trimming and removal, trimming and removal service requests, and emergency response storm-related tree damage as described in these bid specifications. The contractor shall also be responsible for the removal/disposal of all chippings, logs and other related debris. Areas of work may include City rights-of-way adjacent to residential neighborhoods, parks, cemeteries, City-operated buildings, and County or State rights-of-way located within the City of St. Joseph. All work shall be done through the direction of the Department of Public Works.

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 and timeliness 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. When referenced in this RFP, the term “Contractor” refers to the selected bidder.

**This contract shall run for two (2) years in length beginning March 1, 2023 and ending February 28, 2024.**

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 269-983-6325 or [clerk@sjcity.com](mailto:clerk@sjcity.com).

REQUEST FOR PROPOSAL: **ROW Tree Trimming and Removal**  
CLOSING DATE AND TIME: **3:00 pm Tuesday, February 7, 2023**

**II. Issuing Officer (Point of Contact):**

Questions regarding the scope of work to be completed may be directed to the following:

- Jeff Rechner, Superintendent of Parks at (269) 408-4554 or [jrechner@sjcity.com](mailto:jrechner@sjcity.com).

### III. Scope of Work & Specifications:

#### General:

- All work to be performed shall be assigned by the Parks Superintendent 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, the Contractor is responsible for determining the method and manner of performing the work.
- The Contractor shall regularly communicate with and provide daily updates of work performed to the Parks Superintendent or authorized representative. 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.
- The Contractor may be required to hand out literature provided by the City explaining trimming and removal practices and objectives. If required, this literature must be distributed to each impacted residence a minimum of two (2) days prior to commencing work.
- The Contractor and their employees are expected to respond to the public in a respectable and courteous manner, and may refer citizens to the Department of Public Works at 269-983-6341 should any issues arise.
- Work shall not start before 7:00 a.m. and shall end no later than 7:00 p.m., Monday through Friday per City ordinances. Work on Saturdays, Sundays, and City or national holidays shall be prohibited unless specifically approved by the City of St. Joseph Department of Public Works.
- Work sites shall be left clean and free of debris at the end of each working day UNLESS permission is given by the City for extenuating circumstances. Cleanup and disposal of all debris generated from this program shall be the responsibility of the contractor. Access to residential driveways must be maintained at all times.
- Climbing irons, gaffs, or spurs SHALL NOT be used on trees being pruned. 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.

#### Trimming, Removals and Stump Grinding:

- The City of St. Joseph Department of Public Works will contact the Contractor to provide a list of locations of trees to be trimmed, removed and/or stump ground. Trees will be listed by address or location. The City will also include descriptions of the required work or specific instructions along with the list of locations as needed.
- City trimmings, removals and stump grindings are to be completed during the months of **September and October** unless otherwise arranged, in advance, with the Parks Superintendent or authorized representative.

- Bid pricing for trimmings, removals and stump grinding shall be based on diameter at breast height (DBH), and designated by the size classification below:

<u>Classification</u>	<u>Tree DBH</u>
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

- Bid pricing shall additionally include "Call-In" pricing based on DBH for unscheduled, non-emergency services including, but not limited to, removal of trees/limbs presenting an imminent hazard, removal of trees to make way for water or sewer service repairs, etc. **The Contractor's response time for Call-In services must be within forty-eight (48) hours of initial contact.**
- Bid pricing for stump grinding shall be based on DBH. Stump grinding shall be performed to a depth of twelve (12) inches, and to a width of three (3) feet from the edge of the trunk unless otherwise noted by the City. Obvious visible surface roots shall be "chased" to a minimum depth of eight (8) inches. Stump grindings shall be removed to grade and replaced with a minimum of three (3) inches of topsoil. Quality sunny mix grass seed shall be added to the stump area.

**Block Trimming:**

- Additionally, the City is requesting bulk pricing for the "block trimming" of two (2) entire sections of the City. **Section One (1)** block trimming is to be **completed by June 30, 2023**. **Section Two (2)** block trimming is to be **completed by February 28, 2024** and **cannot begin until July 1, 2023**. Areas included in these sections, and will fall under this two-year contract, can be identified in **Exhibits 1-4** attached to this RFP. Bidding parties are encouraged to visit these areas prior to bidding.
- City block trimming shall be completed per the trimming and pruning clearance specifications contained below. Height may vary depending upon road width, species of tree and age of tree. Any variance is to be preapproved by City staff.

Clearance over curbs and streets	-	16 - 18 feet
Clearance over sidewalks, lawns & 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 under American Electric Power (AEP) lines shall be assessed by City staff.		

- Trees shall be trimmed according to specifications of the International Society of Arboriculture (ISA) and ANSI standards for street trees. Trees shall be trimmed using selective removal of branches and limbs to keep the normal balance of height and width. No tree limbs over twelve (12) inches in diameter shall be removed without approval of City staff.
- Not all trees requiring trims will need elevation trims. The Contractor shall remove any deadwood two (2) inches in diameter or larger, broken limbs (“hangers”), water sprouts (“suckers”) or stubs. All limbs shall be cut back to the branch collar or closest intersection. No “stubbing.”
- Any trees identified as having structural weakness, decayed trunks, split crotches or are otherwise unsafe shall be reported to the Public Works Department **immediately**. Identified trees requiring removal shall be based on DBH.

**Emergency Response:**

- On rare occasions, work may also include “emergency” situations including, but not limited to, downed or blocking trees and limbs as a result of storm damage. **The Contractor’s response time for emergency services must be within two (2) hours of initial contact.**
- Bid pricing for emergency services shall be based on Time and Material.

**IV. General**

**Maintaining Traffic:**

Where work is carried out on or near public streets or other public thoroughfares, the Contractor shall schedule work so it causes as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. All signage (including that of a flag person) shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices in effect at the time the work is performed. The Contractor shall take all responsibility for the work and shall provide barricades, traffic cones, flag persons, lights, etc., and take all precautions for preventing injuries to persons and property on or about the work site.

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

**Safety:**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with its services, and shall take all necessary precautions for the safety of such services. The Contractor shall provide the necessary protection to prevent direct or indirect damage, injury or loss to all persons, property, equipment or materials on the worksite or any who may be affected by the services performed. In cases of property

damage, property shall be restored to its original condition at the expense of the Contractor and to the satisfaction of the City.

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

The contractor shall abide by all MIOSHA rules and regulations.

**Equipment:**

The Contractor shall at all times maintain sufficient equipment (trucks, trailers, chippers, stump grinders, chainsaws, etc.) to promptly perform the work and ensure normal and safe traffic conditions on the premises. All equipment used by the Contractor for the performance of the work shall be maintained in good working and mechanical condition in order to perform the job effectively and safely. Unsatisfactory equipment shall be immediately repaired or replaced.

All equipment being used must be in full compliance with the most current revisions of the ANSI Z-133.1 standards regarding Tree Care Operations for Pruning, Trimming, Repairing, Maintaining, and Removing Tree and Brush Safety Requirements. The ANSI Z-133.1 standards are made part of the contract by this reference.

The contractor shall abide by all MIOSHA rules and regulations.

**The Contractor's name must be displayed on all vehicles.**

**Personnel:**

The Contractor shall ensure that at all times it has and maintains sufficient qualified personnel to allow it to promptly perform the work required. 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 be readily identified as employees of the company (i.e., uniforms, shirts, hats, etc.).

All equipment operators shall have the appropriate training and experience with the class of equipment operated, including but not limited to, the applicable commercial driver's license (CDL). In some cases, ROW trees may be near utility service lines so it is preferred by the City that contractors have personnel with Line Clearance Certifications. A copy of the certification should be provided with their proposal.

Personnel must meet Federal, State (MIOSHA), and local rules, regulations and ordinances.

**Subcontracting:**

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

**V. Instructions to Bidders**

Sealed bids are due at the St. Joseph City Clerk's Office no later than **3:00pm Tuesday, February 7, 2023.**

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: City Clerk  
Re: **ROW Tree Trimming and Removal**  
700 Broad Street  
St. Joseph, MI 49085

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

**VI. Incurring Costs**

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

**VII. Withdrawal of Proposal**

Any bidder may withdraw its proposal in person, by facsimile or by letter 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.

**VIII. Opening of Proposals**

Proposals will be opened publicly at **3:00 pm Tuesday, February 7, 2023** in the Commission Chambers on the 2<sup>nd</sup> floor of City Hall. Proposals will be evaluated as soon as practical after that date.

**IX. Evaluation of Proposals**

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the February 13, 2023 City Commission meeting.

**X. 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.

**XI. Award of Contract / Acceptance of Proposal (Terms and Conditions)**

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

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 the

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.

The Contractor 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 \$2,000,000 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. Contractor's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. Coverage shall be maintained throughout the term of the agreement. The stated insurance requirements shall not be interpreted to limit the Contractor's liability.

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

## **XII. Nondiscrimination**

The Contractor shall not discriminate in its provision of accommodations or services, nor 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, sexual orientation, gender identity, 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. A breach of this covenant may be regarded as a material breach of the agreement.

## **XIII. Payment Terms:**

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



**RIGHT-OF-WAY TREE TRIMMING & REMOVAL PROGRAM 2023-2024**

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: \_\_\_\_\_

**BID FORM**

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>Call-In 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>Call-In 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	\$ _____	\$ _____

**BID FORM cont.**

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>Call-In 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 **section tree trimming** per City of St. Joseph Specifications is as follows:

Cost to trim Section 1: \$ \_\_\_\_\_

Cost to trim Section 2: \$ \_\_\_\_\_

My bid for **emergency services** per City of St. Joseph Specifications is as follows:

<b>Time and Material (Personnel and Equipment):</b>	<b>Hourly Rate</b>
Tree maintenance/removal rate per crew (3 persons) including all equipment, saws, vehicles, aerial lifts, chipper and traffic control devices.	\$ _____
<b>Additional Personnel:</b>	<b>Hourly Rate</b>
Rate for each additional person.	\$ _____

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

# EXHIBIT 1

## City of St. Joseph, Michigan

● Section 1

● Section 2

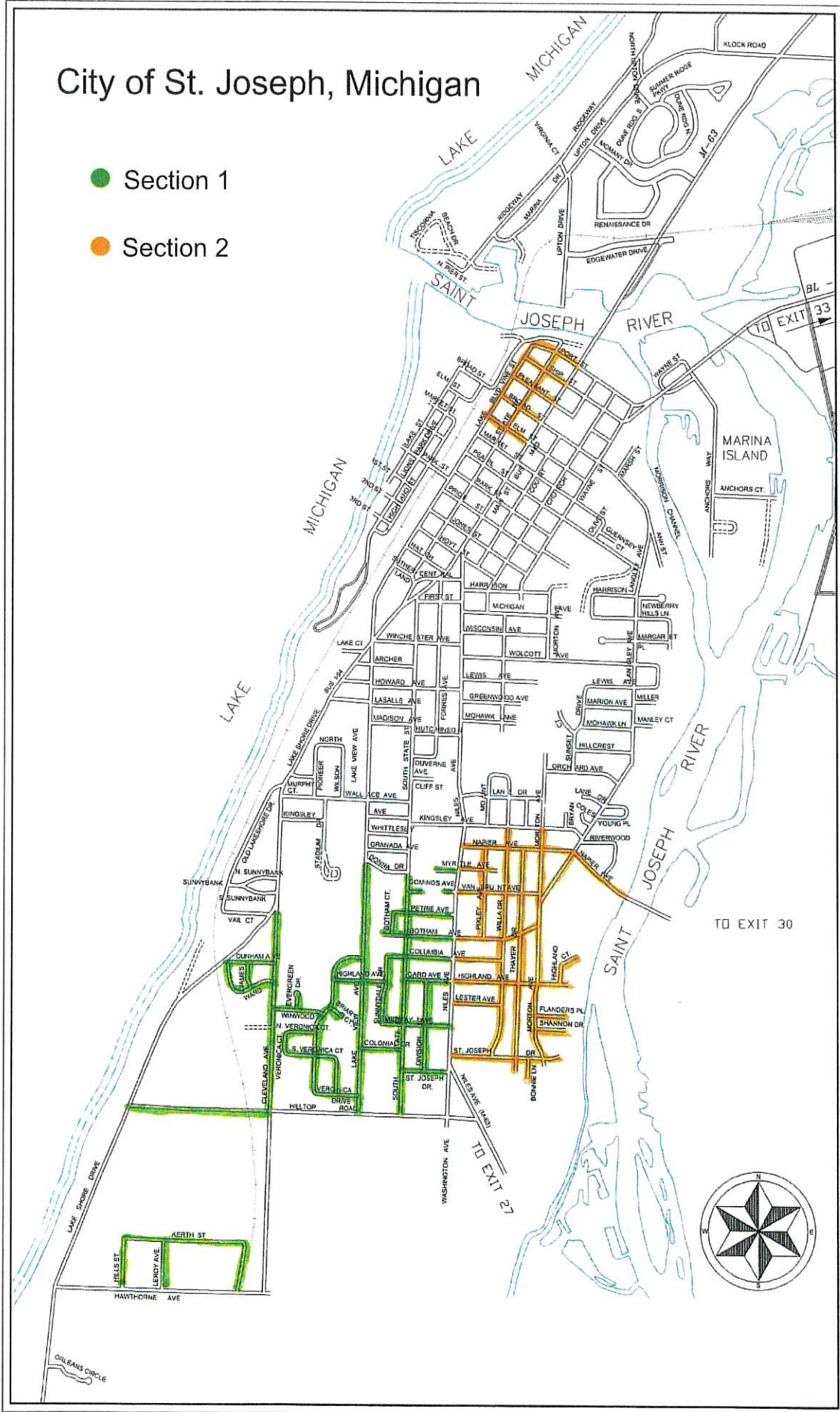


EXHIBIT 2

Section 1

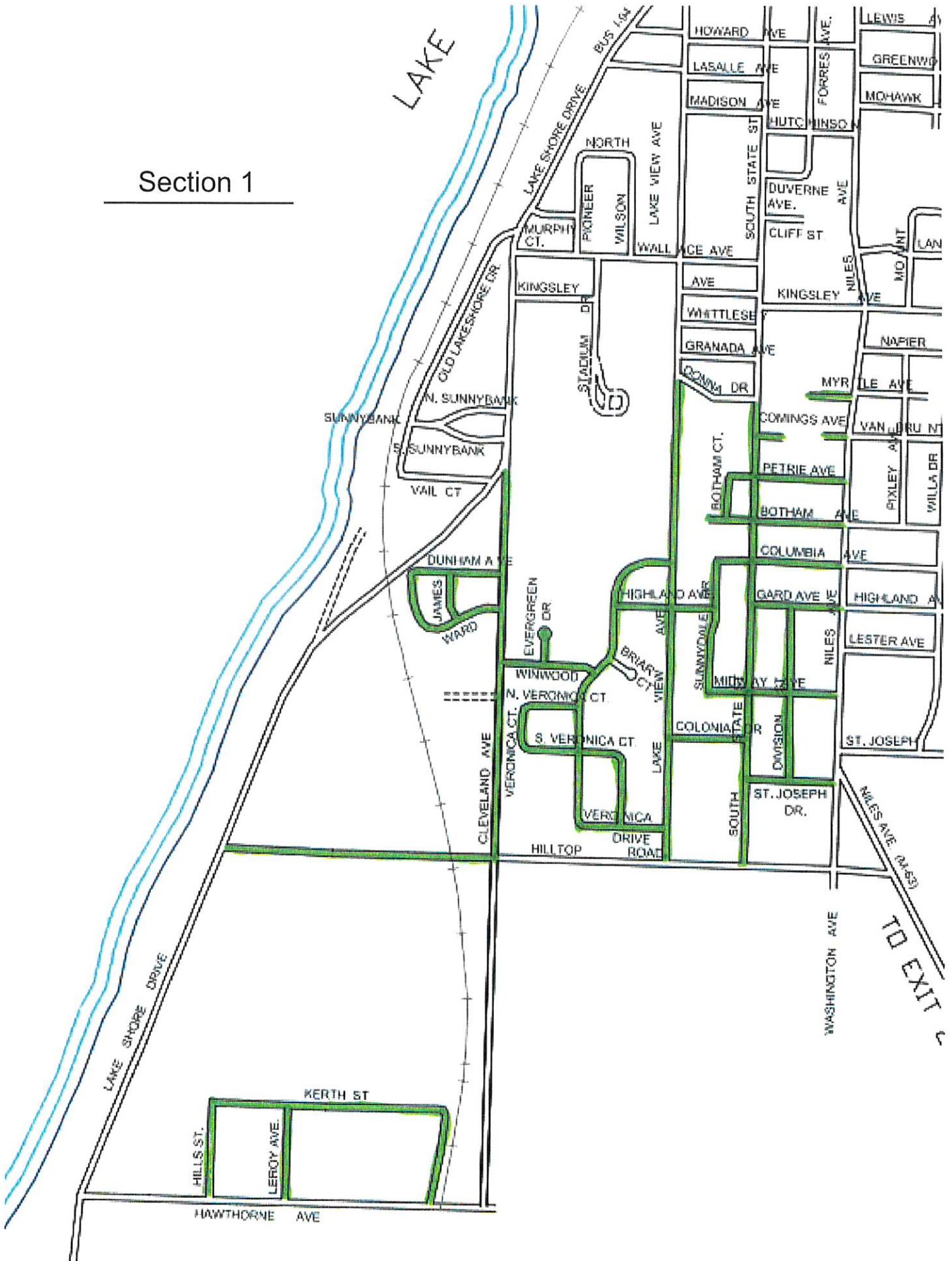


EXHIBIT 3



EXHIBIT 4

Section 2b

