

# **City of Newport Tree Maintenance Request for Quotes**

The City of Newport is now accepting quotes for tree maintenance. Review of quotes will be done as received, submission of quotes is encouraged by April 26, 2019, proposals received after that date may also be considered. Quotes should be submitted via regular mail delivery or hand delivery to City of Newport, Kentucky, Attn: Doug Roell, 998 Monmouth Street, Newport, Kentucky, 41071,

Copies of the Specification Documents may be obtained or examined in the Office of the City Clerk, 998 Monmouth Street, 2<sup>nd</sup> Floor, Newport, Kentucky 41071 or at [www.newportky.gov](http://www.newportky.gov) .

Successful vendor must be an Equal Employment Opportunity Employer, which prohibits discrimination because of race, creed, color, national origin, sex, age, handicap, political affiliation or beliefs. The City of Newport is an Equal Employment Opportunity Employer. In addition, the successful vendor must obtain an Occupational License from the City Finance and Administration Department prior to commencing work.

The City of Newport intends to award the contract to the lowest responsible vendor. The City reserves the right to reject any or all proposal and to waive any informalities or irregularities in the proposals received.

Any and all questions should be directed to Doug Roell by calling (859) 912-2541. Attempts will be made to answer all inquiries within two business days of receipt.

# STREET TREE MAINTENANCE

## CITY OF NEWPORT, KY

### I. Scope of Work

The City has recently instituted a cyclical proactive tree care program for its street trees. Ten management zones have been created and each zone will be proactively pruned to remove diseased/damaged wood, limbed up for vehicle clearance, and structurally pruned for future solid tree health. Proactive pruning has not been done to-date, so much of the structural pruning will be corrective in nature. Zone 2 is scheduled for 2019 and contains a total of 190 trees that require proactive pruning. These trees are made up of the following: all street and park trees over 6" DBH, excluding all ash trees and any large shade trees under power lines (as they will get pruned by Duke in coming years). Funding for this work is limited and cannot exceed \$20,000.00. It is understood that it may not be possible to complete the entire identified work zone area therefore bidders will need to identify the limits of the area they propose to complete with the identified budget.

The successful contractor shall provide all labor, supervision, equipment, services, and expertise necessary to perform proactive urban forestry tree care in the City of Newport as specified herein.

As this work can be of a potentially dangerous nature, and requires special expertise, it is to be performed by a contractor that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractors must have been in business for at least five years. The City will require proof of Contractor's involvement in tree service work.

The City will provide an inventory map of the area/trees to be pruned. The contractor has the responsibility to:

- A. Prune designated trees.
- B. Reserve work space along streets (reusable no parking signs will be provided).
- C. Remove excess material and clean up the site.
- E. Guarantee that all specifications are met.
- F. Keep work site safe at all times.
- G. Any additional work incidental to above.

## II. Definitions

- A. Reference: Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs.
- B. Specified: Means specified in the invitation to bid.
- C. ANSI Z-133: American Standard of Tree Worker Safety.
- D. ANSI A300: Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance
- E. City Administrator: The City's representative that will administer the technical aspects of this tree pruning and removal contract. The City administrator for this contract is: Rachel Comte, City of Newport, KY Arborist.
- F. Contractor: A company that earns the majority of its annual revenue from pruning and maintaining trees. Contractor must employ an experienced I.S.A. Certified Arborist who is on each job site at all times.

## III. Work Procedures / Specifications

- A. Equipment:** All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, devices, chippers, hand tools, aerial and other equipment and supplies which are necessary to perform the work as outlined in these specifications. The City may inspect such equipment or agreements prior to the awarding of a contract.
- B. Tree Location / Markings:** Work is limited to trees located on public rights-of-way and City-owned property. All work under this contract shall be assigned by supplying the Contractor with a map of the trees.

# Newport Zone 2 Pruning Map



**C. Pruning Work Specified.** All trees on the map are to be pruned with the following three goals. **All tree work must** conform to latest revision of ANSI A-300 standards. Contractor will also conform to City pruning standards further defining the ANSI A-300 specifications.

1. **Removal of Dead or Damaged Limbs.** Prune out all dead and dying limbs over 2", and weakly attached branches.
2. **Structural Pruning** in most cases will be corrective in nature. Contractor will prune to maintain or develop a strong central leader (in excurrent trees), and should prune to encourage strong branch unions for longevity. Clumps of water sprouts may be either thinned or removed, depending on the tree structure and the need for new foliage growth because of previous damage.
3. **Clearance.** All large established trees pruned to maintain a 14 feet clearance over the streets and 6-8 foot clearance over sidewalks. A live crown ratio of at least 50% on each tree must remain after pruning. Contractor will also obtain adequate clearance for street lighting, traffic visibility, traffic lights, traffic signs, other public installations and buildings as directed by City. Clearance pruning should provide enough clearance during the following growing season. Smaller trees should also be pruned to provide as much street and sidewalk clearance as possible without adversely affecting the vitality of the tree.

Other notes on Pruning Specifications:

- The City reserves the right to change, add, or delete areas or quantities to be pruned or removed as it deems to be in its best interest.
- No more than 1/4 of a branch's foliar surface should be removed.
- Stripping of branches (lion's tailing) is not permitted.
- All branches too large to support with one hand shall be pre-cut to avoid splitting or tearing of the bark.
- Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.
- If, while pruning a tree, a problem which suggests that the tree should be removed is discovered, Contractor notifies City of the problem and waits for City decision before resuming work on that tree.

**D. Timing.** Pruning and removal operations will commence no later than thirty (30) days after the contract has been awarded. The Contractor will be responsible for notifying the appropriate utility authority before working with trees growing in the utility wires. Contractor will be responsible for any damage to utilities or private property nearby during the removal or pruning process.

**E. Public Relations:** An information sheet may be sent by the City Administrator to the adjacent property owners with notification of this work. Contractor will be given such sheets as well to distribute to abutting property owners and passers-by. Anyone asking a question or making a complaint that Contractor cannot answer is referred to City at 859-292-3686 Contractor should make no statements about why specific trees are being pruned, no

statements or comments questioning the judgment of the City, and no statements about City activities, policies and procedures including, but not limited to, replacement tree planting and stump grinding. Contractor immediately refers persons making such inquiries directly to the City.

**F. Supervision:** Contractor will consult with the City concerning details of scheduling of all work. *As structural pruning is a central part of this work, contractor must have competent certified arborist with experience in corrective structural pruning on-site and in-charge at all times.* They will serve as the contact to whom the City may issue directives and who shall accept and act upon such directives, and who reads, speaks, and writes English competently. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of contract unless such directives would create potential personal injury or safety hazards. *The City requires the Arborist's certification number in this bid.*

**G. Inspections:** The City is to be contacted (via phone or email) before 8:30 a.m. on morning of each working day and told exact location of that day's work. The City will inspect work at its discretion throughout the project, and will provide a final inspection. Immediate correction of any work not done to industry standards as noted by the City will be communicated to the contractor and will be performed by the contractor at no additional expense to the City.

**H. Tree Damage:** Climbing irons, spurs, or spikes are not used on trees unless it is slated for removal. Any tree damage caused by contractor is repaired immediately at no additional expense to the satisfaction of the City Administrator. Trees damaged beyond repair by the contractor, as judged by the City, shall be removed and replaced at no expense to the City. Replacement shall be of a tree of size and species designated by the City. If no replacement is made, the dollar value of such damaged trees, as determined by the City, will be deducted from the monies owed the Contractor.

**I. Traffic Control and Work Site Access:** Management of traffic and access to workspace is the sole responsibility of Contractor and is coordinated with the proper department of the City of Newport. Reusable no-parking signs will be supplied to the contractor and must be posted in work areas 24 hours before work is to begin.

The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and 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 appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

**J. Utility Agencies:** Any utilities that will be impacted by this work should be contacted by Contractor any time assistance is needed to work safely around overhead or underground

installations. The City can provide a list of principal contacts and telephone numbers for public and private utility organizations.

The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work will not be the responsibility of the Contractor.

**K. Safety:** Work conforms to the latest revision of American National Standards Institute Standard Z-133.1 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush). At the time a contract is entered into, the Contractor shall certify in writing to the City that all Contractor's employees working on this job are either 'Qualified Line Clearance Tree Trimmers' or 'Qualified Line Clearance Tree Trimmer Trainees', as defined in the above ANSI Z-133.1 Standards.

The work area shall be kept safe at all times until the clean-up operation is completed. Under no condition shall the accumulation of brush, branches, logs, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

**L. Clean Up:** Clean-up procedures shall be completed within two hours after debris have been placed around the site of each tree requiring pruning or removal. The work site must be left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees shall be kept off private property. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree maintenance operations.

**M. Damages:** Any damages done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the City at no cost to the City.

## V. Contract Procedures and Details –

A. Insurance: Contractor shall be fully insured as specified and shall be completely covered by State Workers' Compensation during the life of this contract. The Contractor shall have liability insurance in the amount of \$1,000,000.00 for each occurrence and shall name the City as an additional insured on its policy for the work being performed in the City of Newport.

B. Payments: Partial billings are acceptable, but not more frequently than monthly. Payment is made according to actual number of tree maintenance tasks completed. Billing for work along any street may not be made until Contractor completes all work on that street.

C. Working Hours: The Contractor will schedule work between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday unless authorized by the City to do otherwise.

D. Subcontracts: The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City.

E. Execution of Contract: The successful Bidder shall, within five (5) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the City on forms included within the bidding documents for the performance of work awarded him and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promises made by representatives of the City, or other persons.

F. Discontinuance of Work: Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

G. Observance of Laws, Ordinances, and Regulations: The Contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts and competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules, and regulations as they relate to hiring, wages, and other applicable conditions of employment.

H. Supervision: This contract will be under the direct supervision of the City or its authorized representatives. Any alteration or modifications of the work performed under this contract shall be made only in written agreement between the Contractor and the City-authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

I. References: Municipal tree pruning and removal experience is required. The bidder will provide a list of municipal governments or utility companies that it has serviced in the past five

years with a contact person listed. Any company which has had a contract with the City of Newport and satisfactorily performed urban forest maintenance under that contract, administered by the City, is exempt from the reference requirement.

J. Award: For a bid to be considered, prices must be quoted for the entire maintenance project.

K. Contract Termination: The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- i. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- ii. The Contractor is not adequately complying with the specifications;
- iii. Proper arboricultural techniques are not being followed after warning notification by the City or its authorized representatives;
- iv. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity;
- v. The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
- vi. The Contractor refuses to proceed with work when as directed by the City; or
- vii. The Contractor abandons the work.

M. Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder.

This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the City for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the City's trees by persons (other than employees of the Contractor engaged in the work contemplated by this agreement) who are around such trees.

**PROPOSAL FOR CITY OF NEWPORT, KY TREE MAINTENANCE**

All information on proposal shall be type written or printed in ink, please do not use white out or correction tape on form. Please print clearly.

**Company:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**CAN YOU MEET OR EXCEED THIS SPECIFICATION?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**2019 TREE MAINTENANCE PROPOSAL**

**BASE PRICE FOR PRUNING 190 TREES AS DEFINED ON NEWPORT ZONE 2**

**PRUNING MAP:** \$ \_\_\_\_\_

**ALTERNATE: IF UNABLE TO COMPLETE ALL WORK DEFINED ON NEWPORT**

**ZONE 2 PRUNING MAP FOR UNDER \$20,000.00, IDENTIFY ON THE MAP WHAT PORTION OF THE WORK CAN BE COMPLETED AT THAT PRICE.**

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

\*Please attach municipal references as defined in Section V, Item I.

\_\_\_\_\_  
Printed Name of Authorized Representative

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

\_\_\_\_\_  
Date Submitted