City of Stoughton, 207 S Forrest St, Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL

Authorize and direct the proper City official(s) to enter into an agreement with the Tree Wise Men, LLC. to perform trimming services on City owned trees.

Committee Action: Public Works recommended approval on December 17, 2020

Fiscal Impact: $42,085.00

File Number:	R-186-2020	**Date Introduced:**	December 22, 2020

WHEREAS, the City received 3 competitive bids for trimming services on City owned trees within the right-of-way; and

WHEREAS, the bid amount is within the City of Stoughton's 2021 approved Contracted Services budget; and

WHEREAS, City staff has reviewed the bids and recommends awarding the contract to the lowest responsible bidder, Tree Wise Men, LLC, in the amount of $42,085.00; and

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be hereby directed and authorized to enter into an agreement with Tree Wise Men, LLC for $42,085.00.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

2021

City of Stoughton

Tree Trimming

Request for Quote

(RFQ)

CONTRACT SPECIFICATIONS

The undersigned Contractor agrees to furnish to the City of Stoughton (hereinafter referred to as "City") tree trimming services conforming to the attached specifications in accordance with the terms and conditions set forth.

SECTION 1 – GENERAL TERMS AND CONDITIONS – To provide all necessary transportation, supervision, labor, licenses, tools, equipment, services and expertise to apply to trimming of city owned trees as directed in this specification. It is required of the contractor to provide the necessary insurance, equipment and crews to complete the work in the specified period.

A. Examination of Sites

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and the type of removals required under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of concern which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as possible, such methods and means that will not cause any interruption of interference with any other contractor.

B. Pre-Construction Meeting

Once the contract has been awarded and notice to proceed is issued, a pre-construction meeting will be held to review project specifications.

C. Basis of Payment

The contractor shall be paid for all the work upon completion as described herein. The Director of Public Works may also grant partial payment based on substantial completion and only for work that has been completed satisfactorily.

D. Starting and Completion Requirements

Work shall begin under the contract within two weeks of the date of notice to proceed. The contract shall remain in effect for one year after the notice to proceed is granted by the city. The city may have the option to extend this contract for an additional year upon mutual agreement of both parties.

The majority of the pruning work is to be conducted as part of the city's scheduled pruning program- which occurs during the months of November through April, depending on weather.

The contractor shall not be entitled to any claims against the City for damages from any cause whatsoever in the progress of the work or any portion thereof.

The time for completion of the work may be extended upon written request from the contractor to the contract administrator, provided request is based on delays or suspensions that are not of the contractor; and such delays shall include, but not limited to acts or neglects of the City or others performing additional work, or to fires, floods, abnormal weather conditions; or the request is based upon a significant change in the scope of the work which has been approved by the City. The extension shall be the equivalent number of working days or lost hours or in proportion to the amount of extra work compared to the amount of the original contract. Request for extensions in completion dates shall be made within twenty (20) days of occurrence. The contractor shall, at the time of submitting a request for extension, also submit supporting documentation justifying the request.

Time lost due to an inadequate work force, or failure of the contractor to properly supply or place orders for equipment or materials will not be justification for extensions of time.

E. Inspection of Work

All work must be completed to the satisfaction of the City. All rework of task due to poor workmanship must be completed in a timely manner at no cost to the City.

F. Damage to Property

Any damage to property as the result of the Contractor's operations shall be the responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Director of Public Works, the City reserves the right to replace that which was damaged, or assess the Contractor such costs as any be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor. The Contractor shall inform the Director of Public Works of any damage caused by the contractor's operation on the day such damage occurs.

G. Discontinuance of Work

The City shall have the authority to suspend the work, wholly or in part by written order for such period as the City may deem necessary due to conditions unfavorable to motorists, or due to failure on the part of the contractor to carry out orders given to comply with any provisions of the contract documents. The contractor upon receipt of either written or oral notice to discontinue such practice as determined by the Director of Public Works shall immediately discontinue any practice obviously hazardous.

H. Personnel and Equipment

The contractor shall supply all material, equipment and personnel necessary for the performance of this contract.

All equipment must be in compliance with bid specifications and all applicable federal, state and local rules and regulations.

All bidders must have in their possession or available to them by formal agreement at the time of bidding all necessary equipment, devices, tools, materials and supplies necessary to perform the work specified within.
Only qualified employees trained and experienced in doing the required arboricultural work of this contract shall be used to trim or prune City trees under this contract.

The contractor shall provide the necessary crews made up of a combination of equipment and competent personnel to complete contract specifications as specified in the completion schedule.

Individuals found not to be following the intent of these specifications shall be removed from the work site at the request of the City.

I. Certified Arborist

At a minimum, the crew supervisor(s) must be a current International Society of Arboriculture (ISA) Certified Arborist. Their names and certification number(s) must be included in the bid document to be considered for this project. Any change in the status of the "certified" individual(s) during the life of this contract must be reported to the City at the time of occurrence. All certification numbers will be verified through the ISA's office. Failure to have a certified arborist on site at all times may result in termination of the contract.

J. Safety Standards

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133-2017 and A300 Part 1 (2017), or as amended.

2. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City of Stoughton or their representative. The Contractor is responsible to have vehicles moved during arboriculture work. City may provide no parking signs upon request of contractor.

3. The contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the contract to protect the motorists and

pedestrians. All placements of cones, signs and barricades must conform to the Guidelines for Construction, Maintenance and Utility Operation handbook.

4. The contractor shall furnish evidence of workers comp, public liability and property damage insurance. Minimum amounts of $1,000,000 bodily injury and $500,000 property damage.

5. The contractor shall fulfill all City insurance requirements. (Package attached in Appendix C)

K. Tree Location and Selection
    1. A map of the area to be trimmed is provided in Appendix B.
    2. A complete list of all trees to be trimmed will be provided to the contractor prior to the commencement of work.
        a. The City reserves the right to add trees to the list that are outside of the map area.

L. The Contract period will be from January 1, 2021 until December 31, 2021. There is an option to extend the contract up to two (2) additional years (in one-year increments) upon mutual agreement of both parties.

SECTION 2 - TREE PRUNING SPECIFICATIONS

PRUNING OPERATIONS

In order to satisfy the following provisions, the CONTRACTOR shall perform pruning operations through the use of aerial equipment, or experienced climbers as needed. Additionally, all pruning shall be in accordance with most current American National Standards Institute standards, ANSI A300 (2008) and all its supplements.

A. Cleaning (dead wood)

Cleaning shall be conducted and completed before beginning clearance and structural pruning.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

Suckers and water sprouts, located within the canopy, of a terrace tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

At the base of each terrace tree, any dead, dying, diseased, broken branches and water sprouts shall be removed.

B. Clearance

On mature trees, remove branches to achieve clearance of fourteen (14) feet on the street side of the tree and nine (9) feet on the sidewalk or pedestrian side of the tree. Small to medium and juvenile trees should be trimmed accordingly with these clearances in mind.

Remove branches to achieve clearance of ten (10) feet over buildings, houses and garages.

In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), nine (9) and ten (10) feet respectively in order to achieve necessary clearances.

Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned.

C. Structural

The pruning and thinning of branches shall result in an even distribution of secondary and tertiary branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch.

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a DBH greater than 12 inches, the contractor shall contact the City Forester to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches DBH. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a terrace tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

D. Mature Trees

Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

Remove all dead, dying and diseased branches that are one half inch (0.5”) in diameter or greater.

Majority of pruning cuts shall occur on tertiary and quaternary branches.

No interior live and healthy branches greater than four (4) inches diameter shall be removed.

Live and healthy branches that are 1/3 the diameter of the trunk and greater shall not be removed without approval from the City Forester.

E. Pruning Cuts and Hand Tools

Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub.

When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

"Flush" pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not "dog ear" ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, loppers, hand saws, pole saws and chainsaws.

No person working in a terrace tree shall use spikes or any other footwear which will, in the opinion of the City Forester, injure the tree.

F. Protection of Property

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees, shrubs, lawns, curbs, walks, or other real or personal property. Holes made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree being pruned shall be disturbed as little as possible. If corrective pruning is needed to surrounding vegetation, as a result of disturbance by contractor, it will be the contractor's duty to do so.

G. Protection of Overhead Utilities

Pruning operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. 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 contractor's operation. The contractor shall make arrangements with the utility for service drops, removal of all necessary limbs, and branches that may conflict with or create a 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 shall not be the responsibility of the contractor.

H. Indemnification

The Contractor(s) shall indemnify and hold the City, its officers, agents and employees, harmless from any and all claims for income or revenue, costs and expenses, including reasonable attorneys' fees, arising out of any acts or omissions of the Contractor(s), its employees, agents and sub-contractors(s) during the performance of the Contract(s).

I. Additional Information

Each bidder shall be asked to provide the following data with their bid:

1 Name, employment status and number of personnel who would be used to do designated tree work for the City.

Employee Name	**Title**	**Certifications**	**Employment Tenure**

2 Commercial references who can attest to the contractor's ability to fulfill this contract. Include names, addresses and phone numbers.

Contact Name: _____

Organization: _____

Address: _____

_____

Phone: _____

Contact Name: _____

Organization: _____

Address: _____

_____

Phone: _____

SECTION 3 - BID SHEET

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tolls and equipment, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

The bids will be in a cost per inch form. See appendix A

The undersigned contractor offers to provide the City of Stoughton, tree pruning services conforming to the specifications and in accordance with the terms and conditions herein specified.

BIDDER: _____
(Company Name)

_____
(Address)

_____
(City) (State) (Zip)

_____
(Contact Person and Phone/Fax Numbers)

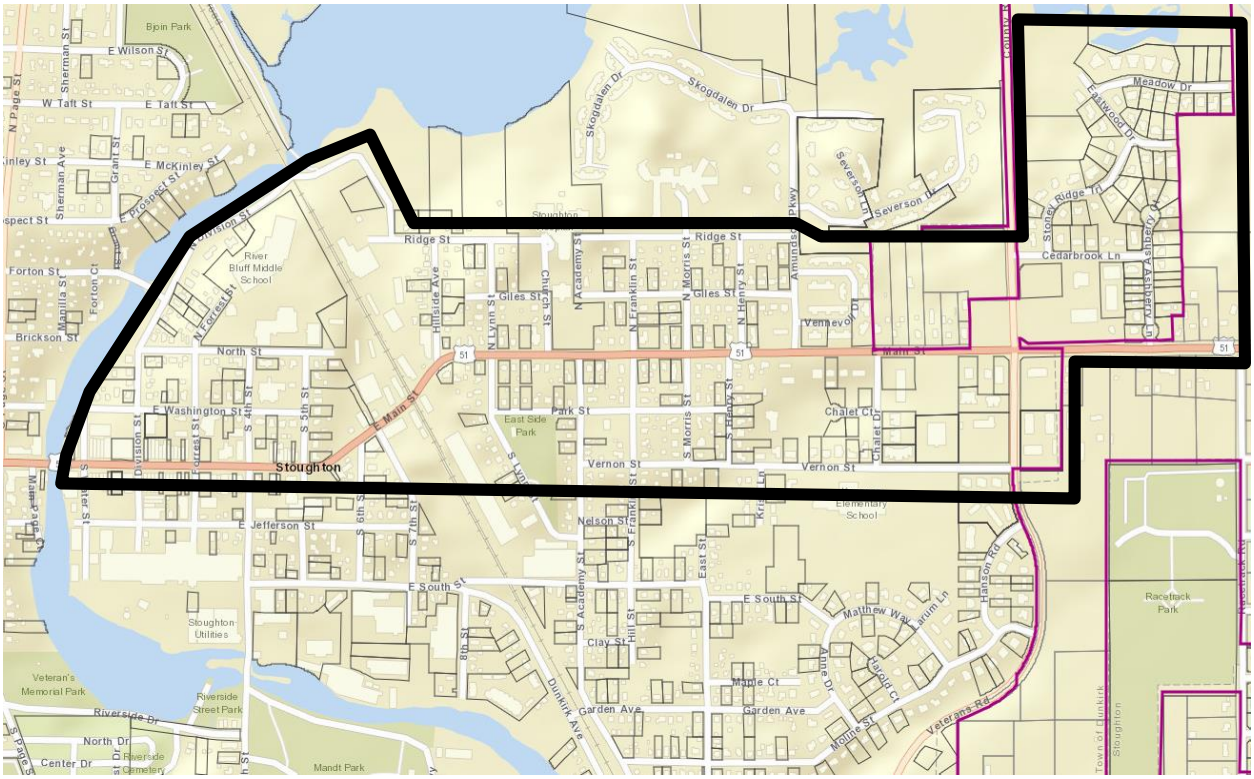
THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF STOUGHTON ON THE ATTACHED SIGNATURE PAGE SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE STATE TO ACCEPT THE PRODUCT OR SERVICE.

Appendix A – Bid Sheet

Item Description Diameter classes (DBH)	Estimated Quantities (trees)	Estimated Total Diameter (DBH)	Unit Price (per DBH)	Total Cost
7-14 inches	175	1850	$	$
15-24 inches	125	2450	$	$
25-36 inches	100	3000	$	$
37 inches or greater	25	1000	$	$
			ESTIMATED ANNUAL TOTAL	$

*The quantity and DBH estimate above is based on current tree inventory data. These figures are only being used for bidding purposes. The actual quantity and DBH for payment purposes will be field verified.

Appendix B – Trimming Area



Appendix C – Insurance Requirements

The Contractor(s) shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "A" in amounts and coverage's not less than set forth. All insurance companies and required endorsements shall be approved by the City prior to execution of the Contract(s). The Contractor(s) shall also require all sub-contractors(s) to procure identical insurance coverages to those required of the Contractor(s) herein.

A. <u>Commercial General Public Liability Insurance</u>: The Contractor(s) shall procure a Commercial General Liability policy with the following standard limits:

General Aggregate Limit (other than Products/Completed Operation	$2,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
Personal & Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage Limit/Any One Fire	(NA)
Professional Liability per Claim and Aggregate	$1,000,000

The Commercial General Liability policy will include protection for:

1. Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.

2. Contract(s) Liability coverage to the Contract(s) and related Contract(s), including sub-contract(s).

3. Coverage for bodily injury or personal injury inflicted by one Contractor(s) employee upon another.

B. **Worker's Compensation and Employers' Liability Policy:** The Contractor(s) shall provide a Worker's Compensation policy with Employers' Liability coverage from a carrier licensed in Wisconsin providing standard limits.

C. Commercial Automobile Liability Insurance: The Contractor(s) shall provide Commercial Automobile Liability insurance covering all vehicles and equipment used by the Contractor(s) in the performance of the Contract(s) and all operators thereof in the amount of $1,000,000. The policy should cover:

1. All owned, non-owned or hired vehicles.

2. Uninsured/Underinsured Motorist Liability coverage at full policy limits.

3. Cross-suits.

4. Bodily injury and property damage for the transportation of mobile equipment by a vehicle used by the Contractor(s) in the performance of the Contract(s).

5. Coverage for injuries caused by fellow employees.

6. Contractual liability coverage for the Contract(s) and related Contract(s), including sub-contract(s).

Certificate of Insurance: The Contractor(s) shall provide the City with a certificate of insurance coverage required by the Contract(s). The certificate shall name the city as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without thirty (30) days prior written notice to the City. Said duty to notify the City of cancellation or alteration must be provided without any qualification or limitation. Such certificates shall be kept current for the duration of the Contract(s) or during any further period of time wherein the Contractor(s) is under any duty of performance hereunder. The City shall be named as an additional insured on the general liability and automobile policies specified above and shall have the right to receive copies of all of the policies and endorsements thereto provided for herein upon reasonable demand therefore during the Contract(s) Period and for one year after its expiration.