



City of Blaine

1801 – 101st Avenue NE

Blaine MN 55449-1108

Public Works 763-785-6165 | BlaineMN.gov

REQUEST FOR PROPOSALS

Tree Removal Professional Services Contract with the City of Blaine

DATE: July 15, 2022

Project Overview

The City of Blaine, Minnesota, is soliciting proposals for professional services related to removal of trees within the City's rights of way including City of Blaine owned property. The scope of work includes, but is not limited to, project management, scheduling, resident notification, traffic control and potentially restoration.

Project Background

Primary scope will include the systematic removal of ash trees and other tree species deemed in need of removal by the City Forester. The City has performed an inventory of its ash trees and will be removing approximately 4,257 trees within the next 7-10 years. The City of Blaine has dedicated funds of approximately \$120,000 for 2022 to address dead or dying ash trees. It is anticipated the City will appropriate an additional \$200,000 to \$300,000 in funds for the 2023 budget.

As an ancillary requirement of this contract with the City of the Blaine, the selected contractor shall be the City's primary emergency response contractor. Should the City encounter any storm damage this contractor would provide priority service to the City of Blaine for tree removal.

There will also be an added service and pricing for stump grinding and yard restoration.

Scope of Services

The Contractor shall furnish all labor, tools, equipment, and incidentals necessary to accomplish removal of City identified trees as necessary at various locations throughout the City of Blaine. The contractor awarded this bid may also be called upon to remove trees on other City of Blaine project areas due to storms, hazards, emergencies, or time constraint situations.

Removals shall include topping and other operations necessary in removing assigned trees to ground level. It shall further include hauling and disposing of all wood and debris inside the City of Blaine at a city owned site located at 10166 Central Avenue NE, Blaine, MN, cleaning up, removal of the stump, and restoration of all disturbed ground to original grade with 4 inches of topsoil and grass seed. Removal of stumps or restoration may be waived in certain

cases where the City determines it is not required due to the location of the tree in unmaintained areas.

The exact number of trees to be removed is unknown. The contractor will be given a monthly work order of diseased or selected trees. The Contractor is expected to have the ability to remove at least twenty (20) trees per week of an average DBH caliper size of 25 inches. Payment to the Contractor will be made on a per tree basis.

Bids will be made on a per inch (DBH) basis, by the following diameter classes: 0" - 12"; 13" - 20"; 21" - 29"; 30" and over.

Submittal Content and Format

The proposer is required to submit prices in each DBH category to be considered.

Selection Process

The successful proposer will be selected upon the following criteria:

- A. Ability to perform the work specified by documenting their performance capability, which may include any certifications.
- B. Contractor is able to meet the safety and insurance requirements, as stated in these specifications.
- C. References provided by the contractor from other institutions (municipalities, utility companies, universities, etc.) regarding the contractor's past performance. A bidder's previous performance as a contractor with the City of Blaine will also be taken into consideration.
- D. Lowest responsible prices for the work specified.

Proposer Qualifications:

- A. Each proposer must submit the following with their bid quotation form: (Also applicable to subcontractors, should they be employed):
 - 1. A list of equipment that they will employ to accomplish the specified performance removal rate of at least 20 trees per week
 - 2. A statement describing the qualifications and certifications of the company.

3. A statement describing the qualifications of the employees assigned to the contract including a list of training that has been accomplished by the employees, such as International Society of Arboriculture Arborists' Certification, etc., and years and types of work experience.
4. Two references from institutions (municipalities, utility companies, universities, etc.), with contact information, that have employed the bidder to perform tree removal projects with similar work specifications and performance standards.
5. A copy of the contractor's federal tax ID number and Minnesota contractor's license number.
6. Proof of insurance as specified herein.

Contract Extension

The City of Blaine reserves the right to retain the Contractor for work in the future seasons beginning on April 1st, 2023 at the same rates and terms if the Contractor agrees to accept the work extension. Any extension of this contract shall be in writing and signed by the parties before any work commences.

Minimum Clean Up Specifications:

By the end of each day the entire work site(s), including adjacent sidewalks, streets and alleys, shall have been cleaned, raked and/or swept, and all debris removed. When necessary, debris may be neatly stacked overnight for removal the following morning provided that such stacks present no hazard to traffic or pedestrians and that they shall not remain at the site for more than one night. In no event shall said stacks be left upon or encroach upon any sidewalks, streets, or alleys. The debris must be hauled off site.

Working Hour Restrictions:

Work is to be performed during normal daytime working hours, Monday through Saturday. Contract shall not start or use saws or power equipment prior to 7:00 AM or after 7:00 PM.

Labor And Equipment Included:

The contractor shall provide all labor, equipment, and materials necessary for removal and disposal (within city limits) and the cost of which shall be included in the bid cost.

Minimum Insurance Specifications:

Contractor shall secure and keep in force during the term of this Agreement insurance or equivalent coverage from insurance companies authorized to do business in Minnesota for the following:

INSURANCE

1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - A. Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts.
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 - D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
 - E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
2. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
3. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified.

- A. Contractor's general public liability and property damage insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by anyone person in any one accident; and a limit of liability of not less than \$1,000,000 for such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for any such damage sustained by two or more persons in any one accident.
 - B. The Contractor shall name the City of Blaine as an additional insured with respect to general liability.
 - C. The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.
4. The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

5. The Contractor shall secure, if applicable, "All Risk" type Builder's Risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer, and the Owner.

Indemnification/Hold Harmless:

Contractor shall defend, indemnify, and hold harmless the City of Blaine from and against all liability to third parties incurred by any act or neglect of Contractor, or any of its agents, servants, or employees, in, on or about the Premises.

Minimum Safety Specifications and Warning Devices:

The Contractor agrees and must use all safety devices and procedures, which will conform to OSHA standards. The Contractor, in accordance with the National Arborist Standards, must provide proper warning signs, barricades, and/or other protective devices.

Responsible Workmanship:

It is the City of Blaine's intent to hire only those contractors who act in a responsible and careful manner. Work shall be accomplished with all responsible care and minimal disruption and minimal damage to other trees, grounds, driveways, streets and curbs, sidewalks, structures, and utilities on or adjacent to the work site.

The Contractor is responsible for coordinating any activities required from others such as: City Fire Department, Police Department, private utility companies, the City garbage and recycling hauler, Metro Transit or other public transportation companies, the US Postal Service and any other companies which have facilities located within the work area. Any charges made by utility companies or others for necessary assistance or for repairs required due to the Contractor's work are the responsibility of the Contractor. The Contractor shall also be responsible for posting "No Parking" signs a minimum of 24 hours in advance of commencement of work when necessary to provide clear access.

Any damage caused by the Contractor shall be reported in writing to the property owner and the City Forester on the **day of occurrence**, and such damage shall be repaired, or have arrangements for repairs, at the Contractors expense within thirty (30) days. Failure to make repairs may be cause for termination of the contract as well as withholding of payments, in the sole discretion of the City Forester.

Proposers Responsibility:

It is the responsibility of the Proposer/Contractor to be thoroughly familiar with the specifications and the nature of the work and regulations required for proper and timely completion of the work. The Proposer/Contractor is responsible for ensuring delivery and receipt of invitation to bid form to the City of Blaine.

Right To Reject:

It is the City of Blaine's intent to hire only responsible, competent contractors. Therefore, the City of Blaine reserves the right to accept or reject any or all proposals and reserves the right to stop work at any time and make payments based only on the work complete.

Inspections and Payment

If the Contractor fails to provide cleanup or fails to repair damage within thirty days in accordance with the terms specified in the specifications, the City of Blaine shall have the right to intervene and provide said clean-up and/or repairs and deduct such expenses from payment to the Contractor until said clean-up and/or repair has been provided by the Contractor. Nothing in this paragraph shall be construed to prevent the City of Blaine from pursuing all equitable and/or legal remedies against said Contractor in the event of default.

Access To Private Property And Minimum Notification Specifications:

The Contractor must contact the owner (or tenant of the property) at least 24 hours prior to removing the tree on that property and notify the person of the time the work will proceed. If access is required for the tree removal through adjoining property or if it is necessary to use that property for dropping limbs, etc., it is the Contractor's responsibility to obtain permission for access from the adjoining property owner or tenant.

Compliance:

The Contractor will be required to adhere to all specifications and understands continuous inspections will be made by the City of Blaine. Failure of the Contractor to properly perform all the obligations and duties of the Contractor shall be just cause to terminate the contract, at the sole discretion of the City of Blaine. The Contractor shall comply with all the laws of the State of Minnesota, the ordinances and laws of the City of Blaine including all the rules and regulations.

Cost Proposal

The fee for this work will be negotiated with the successful proposer after the award of the project. In the event that the City and the firm cannot come to a mutually agreed upon contract, the City will enter into contractor negotiations with the next highest rated firm.

Submission Requirements

Proposals will be accepted until **August 5, 2022 at 3:00 PM.**

Proposals may be submitted electronically in PDF format to: nfleischhacker@blainemn.gov

Subject Line must be labeled: **Tree Removal Contractor Proposal**

Questions may be directed to Nick Fleischhacker at 763-717-2728 or nfleischhacker@blainemn.gov

QUOTE FORM TREE REMOVAL CONTRACT

ITEM NO.	ITEM DESCRIPTION	UNIT	PRICE
1	REMOVE TREE, 0"-12" DIAMETER	EACH	
2	REMOVE TREE, 13"-20" DIAMETER	EACH	
3	REMOVE TREE, 21"-29" DIAMETER	EACH	
4	REMOVE TREE, 30" - OVER DIAMETER	EACH	
5	STUMP REMOVAL, 0-12" DIAMETER TREE	EACH	
6	STUMP REMOVAL, 13"-20" DIAMETER TREE	EACH	
7	STUMP REMOVAL, 21"-29" DIAMETER TREE	EACH	
8	STUMP REMOVAL, 30" - OVER DIAMETER TREE	EACH	
9	RESTORATION (INCL. 4" TOPSOIL AND GRASS SEED)	EACH	

NOTES:

1. Remove Tree and Stump Removal items are per tree or stump removed and disposed of inside the City of Blaine at the city owned site listed in the proposal documents. Diameter measurement shall be made at 54" above ground (DBH)
2. Restoration includes restoring all disturbed ground (including stump hole) to original grade, including 4" of topsoil and grass seed per each tree removed.

Submitted by: _____
Company

Signature

Title

Date