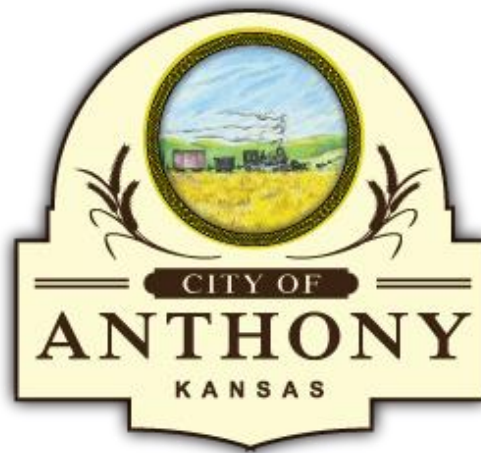


REQUEST FOR PROPOSAL STREET RIGHT OF WAY TREE PRUNING SERVICES

CITY OF ANTHONY



MUST BE SUBMITTED BY JUNE 6th, 2022 AT 5:00 P.M.

Submit six (6) copies inside a SEALED envelope marked "Tree Trimming".
No emailed or late proposals will be accepted.

Send to:
City of Anthony
ATTN: Cyndra Kastens, City Administrator
124 S Bluff
P.O. Box 504
Anthony, KS 67003

RFP's will be opened at the June 7th regular meeting of the Anthony City
Commission at 6:00 p.m.

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A. MAP of Tree Trimming Needs

I. **Request for Proposal:**

- A. The City of Anthony, KS desires to retain a qualified company (contractor) for Tree Pruning Services in designated locations of the City of Anthony's Street Right of Ways.
- B. Interested companies are invited to submit their proposals for consideration. The submittal should contain, at a minimum, the information included in this Request for Proposal.
- C. Six (6) copies of the qualification's **submittal must be received no later than 5:00 p.m. on Monday, June 6th, 2022** to the office listed below:
Ms. Cyndra Kastens
City of Anthony
P.O. Box 504 / 124 S Bluff
Anthony, KS 67003
- D. The City reserves the right to waive irregularities or to reject any or all proposals. The City also reserves the right to extend the scope of work by adding additional locations for trimming under this contract year if the price and scope are mutually agreed upon by the City and the winning bidder.
- E. City of Anthony officials will evaluate the submittals. If deemed necessary company will be notified for questions and or follow-up interviews. Final selection authority rests with the City's Governing Body.
- F. All inquiries or contacts related to this RFP are to be made to Cyndra Kastens, City Administrator, by phone at 620.842.5434 or email at ckastens@anthonykansas.org .
- G. Submission of a signed proposal will be interpreted to mean Contractor has agreed to all the terms, conditions and provisions included in this RFP as a formal agreement. Contractor must submit any and all exceptions to this RFP with its proposal, clearly identifying the exception, including the page number and section number, as appropriate. Contractor should note that the submittal of an exception does not obligate the City to revise the terms of this RFP. The City will not consider any exceptions that are not identified in the proposal. The City reserves the right to negotiate with the selected bidder to amend services to meet the City's financial requirements.

II. **Project Description:**

The City of Anthony wishes to contract with a qualified Company for Tree Pruning Services in designated locations of the City's Street right of way. A full Scope of Work can be found in Section III of this document. The Purpose of this Request for Proposal is to establish services with a qualified Company who can provide all necessary transportation, supervision, labor, tools, equipment, services and expertise to perform contractual services.

III. Scope of Services:

- A. Tree Pruning:** The Contractor shall prune trees identified on the attached map. Work shall consist of pruning trees for traffic and pedestrian clearance. Branches overhanging streets shall be removed to a minimum height above street grade of fifteen feet (15'). Street overhang should be cleared so trees do not interfere with proper spread of light along street from streetlight or interfere with visibility of any traffic control device or sign. Branches overhanging sidewalks shall be removed to a minimum height of ten feet (10') above surface of sidewalk and without detracting from the natural shape of the tree.
- B. Tree Topping:** It shall be unlawful to top any street tree or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

IV. Job Performance Requirements:

- A. Debris and Chip Disposal:** The Contractor is responsible for the disposal of all logs, limbs, chips and debris generated by work described. Contractor will be allowed to dispose of tree debris at the City's burn site located 1.5 miles east of town on Hwy 44. Contractor is responsible for hauling to the burn site.
- B. Access:** Bucket/chipper truck access is limited to public streets. Operation of equipment "off-road" will require, at minimum, $\frac{3}{4}$ " plywood planking to prevent soil compaction. Contractor must operate within the City's established right of way.
- C. Site Clean-Up:** The site should be restored, as close as reasonably practical, to conditions existing prior to work commencing. The Contractor shall remove all trees limbs and tree debris from sites and dispose of debris. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Limbs and trunks temporarily placed shall be placed in such a manner as to eliminate any obstruction to motor vehicles and/or pedestrians. Logs left lying on the ground awaiting pick-up shall be sufficiently blocked to prevent movement. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, lawn areas and driveways with appropriate tools for the job.

- D. **Protection of/Damage to Property:** The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, driveways, or other real and/or personal property. Contractor is responsible for repair and costs associated with repair of any damage as a result of Contractor's work. Holes or ruts made in the lawn, regardless of size, shall be filled and seeded. Vegetation surrounding a tree shall be disturbed as little as possible during this work.
- E. **Safety Standards:** Blocking of public streets shall not be permitted unless prior arrangements have been made with the City or its representatives. The Contractor shall provide adequate barricades and signs during the performance of the Contract to protect the motorists and pedestrians.
- F. **Work Hours:** Company may work any hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Work after hours or on weekends must be pre-approved by the City.

V. **Submission Requirements:**

Interested and qualified companies should complete Section XI "Bid Submission Form" by submitting the following information in their Proposal:

- A. Fee schedule to include all costs for completion of project. Please provide total cost to complete red locations and yellow locations on City map separately as the City may approve the award for only the red locations for the 2022 budget year.
- B. Name and phone of person responsible for work.
- C. Recent experience of the company, including similar work in right of way tree trimming undertaken for other municipalities and/or governmental agencies.
- D. Provide a list of up to three (3) references, addresses, telephone numbers and contact persons for whom services have been performed.
- E. A statement indicating the location of the company. Also, state how long your company has been in existence.

- F. The selected Company shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

Comprehensive General Liability and Bodily Injury, including Death:	\$1,000,000.00
Property Damage:	\$50,000.00
Worker's Compensation:	Compliance with Kansas State Statute
Automobile Liability:	Sufficient to cover all owned, non-owned, and hired automobiles and equipment claims and liabilities for personal injury, death, or property damage.

Said insurance shall be written by a company or companies licensed to do business in the State of Kansas.

Certificates evidencing such insurance shall be furnished to the City prior to the selected company commencing the work. The insurance evidenced by the certificate shall indicate that it will not be cancelled or altered, except that it may be cancelled or altered upon twenty days prior written notice to the City. The certificate(s) must state the City as an additional.

Subcontractors working for the selected company on this project shall be required to maintain the same insurance coverage.

- G. Any bidder may be required by the City of Anthony to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

VI. Indemnification:

The selected Company shall indemnify and hold harmless the City against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the City for personal injuries including death, or property damages sustained, cause by negligent or willful acts, errors or omissions of the selected company, their respective agents, employees or contractors arising out of the work of this Agreement.

The selected company's obligation, if any, to indemnify the City is limited to losses incurred by the City as a direct result of selected company's act(s) or omission(s) and does not extend to losses sustained in whole or in part as a result of the City's act(s) or omission(s).

VII. Statement of Qualifications:

Related Experience:

1. In the Bid Submission Form please provide a brief description in the Recent Experience section of similar work your company has completed in the last five years or are currently working on. Do not include work completed by a sister and/or affiliated company.

VIII. General Information:

The intent and purpose of this Request for Proposals is to establish a commitment with a qualified Company who can provide all necessary transportation, supervision, labor, licenses, tools, equipment, services and expertise to perform the scope of work.

A. Examination of Sites:

All interested parties should inspect the site to 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 under this agreement prior to bidding. The Contractor to whom the bid 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.

B. Starting and Completion Requirements:

Work shall begin after issuance of notice to proceed. All contract work shall be completed by a date agreed upon by both parties during the summer/fall of 2022 and must be completed prior to season change and loss of leaves. 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.

C. Inspection of Work:

All work must be completed to the satisfaction of the City of Anthony.

D. 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 City's satisfaction, the City reserves the right to replace that which was damaged and assess the Contractor such costs. Such costs may be billed or at the discretion of the City, deducted from any payment due to the Contractor. The Contractor shall inform the City Administrator of any damage caused by the contractor's operation on the day such damage occurs.

- E. Removal of Defective or Unauthorized Work: It is the intent of the specifications that only first-class workmanship will be acceptable. All work which is deficient in any of the requirements of the specifications shall be remedied and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the target areas shown and agreed upon on Exhibit A, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Damage done to trees as a result of poor pruning practices shall result in replacement of the tree by the Contractor with no additional compensation. Tree replacement variety shall be in accordance with city standard.

F. 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 unstable weather, conditions unfavorable to patrons, or to such other conditions as the City considers unfavorable for the proper prosecution of the work, 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 City shall immediately discontinue any practice obviously hazardous.

G. Personnel and Equipment:

The contractor shall supply all equipment and personnel necessary for the performance of this project.

H. Licensed Arborist:

It shall be unlawful for any person or company to engage in the business of occupation of pruning, treating, or removing trees within the City without first procuring an arborist license from the City of Anthony.

I. Safety Standards:

1. The contractor shall initiate, maintain, and supervise safety precautions and program in connection with the performance of the Work.
- 2.. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property in or near the project site to protect persons or property from damage, injury, or loss.

IX. **Location of the Work:** Map of the City of Anthony showing the location of the identified pruning locations has been attached to this document as Appendix A. Locations identified in “red” are the bid target/project area. However, depending on cost, the City may include the “yellow” locations in this project year. Therefore, please bid the red and yellow locations separately, understanding financially, the city may only be able to approve the red locations.

X. **City-Contractor Agreement:** This RFP shall serve as the contract agreement.

XI. **BID SUBMISSION FORM:**

EXHIBIT A

Bid Price: (to include all costs associated with total completion of the project)

RED LOCATIONS: \$_____

YELLOW LOCATIONS: \$_____

Company Name:_____ Years in Business:_____

Address of Company:_____

Name of Contact Person Responsible for Work:_____

Contact: Phone - _____ Email:_____

Proposed Project Start Date:_____ Completion Date:_____

Recent Experience: _____

References: (List up to 3 for whom services have been performed)

Company Name:_____ Contact:_____

Address: _____ Phone:_____

Company Name:_____ Contact:_____

Address: _____ Phone:_____

Company Name:_____ Contact:_____

Address: _____ Phone:_____

Requested Exceptions: (list page and section number) _____

By signing below bidder agrees to the terms, conditions, and provisions of this RFP. Bid prices guaranteed for 180 days, and if the bid is awarded, guaranteed to the completion of the work.

Printed Name: _____ Date: _____

Signature: _____

BID AWARD ACCEPTANCE

This bid accepted at the _____, 2022 City Commission meeting.

Approved Exceptions: _____

Mayor:_____ City Clerk/Administrator:_____

NOTICE TO PROCEED

Copies of Insurance Provided? YES NO

The City of Anthony hereby issues official notice to proceed with the following approved

project dates: Start Date: _____

End Date: _____

Authorized by: Cyndra Kastens, City Clerk/Administrator:_____