



**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: May 2, 2017

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: RFP for Tree Services

Background: The City current does not contract for a specific tree service company. At times it has been difficult to get a tree service when needed and different pricing affects what can be done. In preparation for bad weather in the coming months (hopefully NOT) the City should have a tree contractor locked in to provide emergency services on a timely basis and also to do some proactive pre-storm work to lessen the probability of major damage should bad weather come upon us (hopefully NOT). . . Attached is a draft scope of work for tree services. I was planning to meet with the Tree Board to go over this, but the meeting for May 1, 2017 was cancelled, but I will have them involved in reviewing and evaluating the proposals and provide the Council with a recommendation at a future meeting.

Having a contracted tree service has the advantage of continuity of work and consistent standards of care.

Staff Recommendation: Approve the Scope of Work for Direct the City Manager to publish the RFP for tree services

Suggested Motion: No motion is necessary, just a consensus from Council to have the City Manager and Public Works Manager to forward with the RFP.

Alternatives: Not work toward a tree service contract and continue to do business as normal

Fiscal Impact: Unknown at this time, but to be eligible for Tree City USA designation, the requirement is \$2/capita.

Attachments: Scope of Work

SCOPE OF WORK

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section "Scope of Work."

A. ANNUAL MAINTENANCE PROGRAM

1) The Contractor shall be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects, as detailed in this Scope of Work section. The bid shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program as described in paragraph "E" of this Scope of Work section. Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

2) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

B. EMERGENCY RESPONSE PROTOCOL

1) The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

a. The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City.

b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.

c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

Failure to meet these requirements for timely response to emergencies shall result in a \$500 penalty for each occurrence, as the actual liquidated damages incurred by the City in such occurrence cannot readily be ascertained at this time.

E. FIVE YEAR TREE MAINTENANCE PLAN

Within ten (10) months of contract award, Contractor will review citywide tree inventory and will provide the City with a Five Year Tree Maintenance Plan (TMP). This plan will include the

proposed annual grid trimming schedule outlining the plan for trimming each of the City's trees over a five year cycle, with exception for trees designated for more frequent trimmings. The TMP will be a five-year prioritized plan that identifies trees that need to be removed and replaced, as well as filling of vacancies. The TMP will present three (3) tree species as options for each tree site recommended for replacement. The options will take into account any of the City's appropriate planning documents such as the City's General Plan and Street Tree Master Plan, as well as spacing concerns, area for planting, sidewalks, existing landscape, watering needs, etc. The TMP will include an estimated annual cost for each of the five years, for removal and replacement, assuming a 24" box replacement.

F. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 4:30 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb drop, dead branches, etc., the Contractor will respond as directed by the City's designated representative (whether emergency or standard response) at Contractor's own expense. A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree

maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

G. PUBLIC NOTICING

The Contractor shall supply and post standard signage, with professional quality graphics, approved by the City's designated representative, on the trunk of the tree at the work site at which work is to be performed, at least seventy-two (72) hours in advance of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

The Contractor shall comply with all provisions of the Belle Isle Municipal Code (BIMC) regarding work to be performed on street trees and landscaping (See Belle Isle Municipal Code, Section 48-63.).

I. WILDLIFE PROTECTION

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City's Animal Control Division and/or the nearest appropriate animal rescue facility for assistance.

K. SETUP, OPERATIONS, EQUIPMENT STAGING

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

L. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative. The Contractor will be responsible for providing the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

N. CLEANUP OF GREEN WASTE AND DEBRIS

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

O. DISPOSAL OF MATERIALS

The Contractor shall recycle all green waste produced as a result of the Contractor's operations under the terms of an awarded contract. All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor. All brush generated from tree trimming operations shall be recycled where practical.

1) Wood Chips

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at City Public Works, or other designated location, for use in the residential mulching program, or through use as mulch on City property at the direction of the City's designated representative.

The City shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. Chips generated from trimming operations within the City of Belle Isle may be dumped and spread at a City designated site with written permission from the City's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees.

2) Large Branches/Logs

Large branches and/or logs will be delivered to a designated location by the City. Large Branches or logs will be cut up in sizes to be easily managed and will be available to city residents for use.

X. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.
6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no

time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.

7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).

8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

11. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

CONTRACT TERM

The awarded contract term is five (5) years, effective from the date of execution of the contract, with the City's option to extend the contract on the same terms for three (3) additional one (1) year periods. The City shall not be required to provide "cause" or any reason whatsoever should the City elect not to renew. The contract term and all extensions thereto shall not exceed a total of eight (8) years.