



**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

Tree Pruning, Removal, & Stump Grinding



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Parks & Cemetery

July 28, 2023

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

City Tree Pruning, Removal, & Stump Grinding

Ogden City is requesting sealed proposals from qualified offerors to conduct the services of tree pruning, removal of dead or hazardous tress, and stump grinding within city limits. All work must meet current industry standards and all federal, state, and local rules and regulations.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 1st Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **August 17, 2023, no later than 2 PM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

Ad Published: July 29 & August 5, 2023

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

City Tree Pruning, Removal, & Stump Grinding

I. INTRODUCTION

Ogden City is looking for professional tree care companies to provide tree pruning, removal of dead or hazardous trees, and stump grinding within City limits.

It is anticipated that this RFP process will result in one OR may result in multiple contract awards. The RFP document will become part of the final contract. The contract will be issued for a period of three (3) years.

II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A

III. RESPONSE TO RFP

Ogden City is seeking proposals from offerors capable of providing all work described in the Scope of Work, including attachments.

A. Each Proposal must include, as a minimum, the following information:

1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
2. Company Experience - A description of the firm's experience and capability of fulfilling this contract if awarded.
 - a. Include company history, main field contact, list of equipment readily available for work conducted in Ogden, emergency response time, number of ISA certified team members including their ISA certification numbers, days during the week a crew will be available to conduct work for the city,

and size of crew that will conduct said work. Also, specify the number of ISA certified crew members that will regularly be on site for work in Ogden.

3. References – Provide list of at least three nonresidential references; include project dates, scope, summary of work performed, and contact information.
- B. Proposals are to be no longer than 10 pages. Double-sided pages count as two pages.
- C. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
 - a. Submitted as loose leaf with binder clip
 - b. Submitted in a regular 3-ring binder
- D. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

A. Methodology and resources	25%
B. Capability and experience	35%
C. Availability and response time	30%
D. Nonresidential references	10%

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify

any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

V. SUBMISSION OF PROPOSALS

By August 17, 2023, No later than 2 PM; proposers shall submit six (6) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

Submit Proposal To:

Ogden City Purchasing

c/o 1st Floor Information Desk

“City Tree Pruning, Removal, & Stump Grinding”

2549 Washington Blvd.

Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

VI. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. **The Contractor shall pay the cost of such insurance.**

a. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$4,000,000 in general aggregate with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
- b. Each insurance policy required by this Agreement shall contain the following clauses:
 - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
 - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
 - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person

authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.

- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.
- j. Under the "**Certificate Holder**" section, list the following information:

Ogden City Corporation
2549 Washington Blvd.
Ogden, UT 84401

VII. GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder’s webpage at: [https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/\(S\(suopfgvelrynrtwqydthpu0\)\)/support/home.aspx?sSessionID=16221821990UTUCQERTHPDQHVQEOIMKDOOMQJPTOE&lp=2](https://pr-ogdenut.mycusthelp.com/WEBAPP/rs/(S(suopfgvelrynrtwqydthpu0))/support/home.aspx?sSessionID=16221821990UTUCQERTHPDQHVQEOIMKDOOMQJPTOE&lp=2)

VIII. ADDITIONAL INFORMATION

The contractor will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract number, and address of service location or delivery address.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following email address:
Email invoices to: damienreeves@ogdencity.com & monicalewis@ogdencity.com

IX. GOVERNING INSTRUCTIONS

This RFP will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

X. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City’s Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	July 28, 2023
1 st Ad – Standard Examiner	July 29, 2023
2 nd Ad - Standard Examiner	August 5, 2023
Last day for Q&A	August 9, 2023; No later than 3PM

RFP Response Deadline	August 17, 2023; No later than 2 PM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

XI. CONTACT INFORMATION

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 3 PM on August 9, 2023.

Please check the City’s Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

Thank you for your interest in doing business with Ogden City.

EXHIBIT A SCOPE OF WORK

SPECIFIC CONDITIONS AND REQUIREMENTS OF ARBORICULTURAL PRACTICES

TREE PRUNING

1. **PROHIBITED EQUIPMENT:** The Contractor shall not allow any person to use shoes with spikes, spurs, climbing irons, or any other footwear which may cause injury to trees being pruned under the terms of this contract unless performing an aerial rescue of an injured worker. Rope injury from loading out heavy limbs should be avoided and precautions taken to protect bark and cambium from unnecessary injury.

2. **PRUNING:**

a. Pruning will be done in according to the latest revision of standards of the American National Standards Institute for Tree Care Operations (ANSI A300 Part 1) and in accordance to International Society of Arboriculture (ISA) Best Management Practices. In addition, all arboricultural operations conducted by the contractor shall be done in accordance to the latest revision of ANSI Z133.1 Safety Standard. The pruning class requirement will be decided by the Owner and will be indicated in the specific bidding proposal.

b. Generally, pruning will consist of conforming to Raising or lifting (Selective Pruning to provide vertical clearance), Cleaning (Selective pruning to remove dead, diseased, cracked, and broken branches, and foreign objects), and Thinning (Selective removal of live branches to provide light or air penetration through the tree or to lighten the weight of remaining branches). Additional pruning may be required by the Owner for street intersection and house clearing.

c. Under clearance pruning (Raising) to provide for pedestrian and vehicular clearance shall be done to provide clearance as directed by the Owner. Clearance heights shall be determined at a point over the sidewalk

and at the lowest point of branch overhang over the lane of traffic. Clearance heights shall be maintained at a minimum of 12 feet over sidewalks and sixteen feet over the lane of traffic.

d. Small limbs and twigs are to be removed in such a manner as to leave the foliage pattern evenly distributed.

e. Attention is to be given, to the extent possible, to present a symmetrical appearance after the tree is pruned, cut back and/or reduced. Trees should be shaped to remain in an appearance which is shapely and typical of their species. Sides may be reduced in order to maintain a tree-like form.

f. Cutting back, reducing, drop crotching and lateral trimming may consist of severe pruning of tops, sides, under branches, or individual limbs on trees being trimmed. To provide sufficient clearance for electric, telephone, and/or cable television aerial facilities, it shall be the responsibility of the contractor to make special arrangements as needed with the utility companies to provide clearance around the aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. Cutting back, reducing and lateral trimming shall be done when directed by the Owner.

g. Care should be taken in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or to the top of the large branches.

h. Trees shall not be reduced by more than 1/4 of the total area existing prior to trimming, unless authorized by the owner.

PRUNING STANDARDS & CLASSIFICATIOIS FOR SHADE TREES: CLASS I (FINE PRUNNING)

Class I pruning shall consist of Raising, Cleaning and Thinning and is sometimes referred to as a (Full or Arbor Trim) in the industry. It includes the removal of dead, dying, diseased, interfering, objectionable, obstructive, and

weak branches, lifting or raising of the canopy for vehicular and pedestrian clearance as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to 1" diameter, as described above, may remain within the main leaf area to its full length when it is not practical to remove it. The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling of bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes and equipment.
- c. Remove the weaker or least desirable of crossed or rubbing branches. Such removal should not leave large holes in the general outline of the tree.
- d. In lifting the lower bottom branches of trees for under clearance, care should be given to symmetrical appearance, weight distribution and crown balance. Cuts should not be made so large that they will prevent normal sap flow.
- e. Treatment of cuts and wounds, with tree wounds dressing, is optional except where open wounds in certain trees may attract insects that carry disease or allow fungal invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- f. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorine solution after each cut and between trees where there is known to be a danger of transmitting disease by tools.

g. Old injuries are to be inspected. Those not closing properly, and where the callus growth is not already completely established and show signs of extensive rot shall be reported to the Owner.

h. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, and girdling roots visible to the naked eye should be reported in writing to a supervisor and/or the Owner and corrective measures recommended.

i. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite.

j. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

CLASS II (MEDIUM PRUNING)

Class II Medium pruning shall consist of Raising and Cleaning. It is the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. It also includes lifting and raising the canopy for vehicular and pedestrian traffic. The following specifications shall apply:

a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling of bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes and equipment.

c. In lifting the lower bottom branches of trees for under clearance, care should be given to symmetrical appearance, weight distribution and crown

balance. Cuts should not be made so large that they will prevent normal sap flow.

d. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorine solution after each cut and between trees where there is known to be a danger of transmitting the disease by tools.

e. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established and show signs of extensive rot shall be reported to the Owner.

f. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, and girdling roots visible to the naked eye should be reported in writing to a supervisor and/or the Owner, and corrective measures recommended.

g. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite.

h. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

CLASS III (COURSE PRUNING)

Class III coarse pruning shall consist of Cleaning. It is the removal of dead, diseased or obviously weak branches, two inches in diameter or greater. The following specifications shall apply:

a. All cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling of bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes and equipment.

c. Treatment of cuts and wounds with tree wound dressing is optional except where open wounds in certain trees may attract insects that carry disease or allow fungal invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.

d. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol appropriately diluted with water) or Chlorine solution after each cut and between trees where there is known to be a danger of transmitting the disease by tools.

e. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, and girdling roots visible to the naked eye should be reported in writing to a supervisor and/or Owner and corrective measures recommended.

f. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite. Contractor shall report in writing asap to a supervisor and the Owner, if there is any damage done to private property or City ROW.

g. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

CLASS IV (CUTTING BACK, REDUCTION CUT, DROP CROTCH PRUNING)

Class IV cutting back or drop crotch and lateral pruning shall consist of the reduction of tops, sides, under branches or individual limbs. This practice is to be undertaken only when specified by the Owner. It may include cases of utility line interference, or where certain portions of the roots or root systems

have been severed or severely damaged, or when there is unusual and rapid tree growth, where it is necessary to reduce the top, sides or under branches, or for specific topiary training or dwarfing.

The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling of bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes and equipment.
- c. Remove the weaker or least desirable or crossed or rubbing branches. Such removal should not leave large holes in the general outline of the tree.
- d. Treatment of cuts and wounds with tree wound dressing is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- e. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established and show signs of extensive rot shall be reported to the Owner.
- f. Generally, in reducing size (cutting back), not more than one fourth of the total area should be reduced at a single operation. When cutting back trees, only drop crotch as much as necessary. Where practical, avoid cutting back to small suckers. All effort will be made to cut back to a lateral, one-third of the diameter of the cut being made.
- g. In reducing overall size, attention is to be given to the symmetrical appearance. Top is to be higher and sides reduced in order to maintain a tree-like form.

h. On thin bark trees, minimal limbs shall be removed to accomplish the desired effect without admitting too much sunlight to the trunk of the tree or the top of large branches. Care should be taken with the following species: Lindens, Maples, and Beeches, Apple, Oaks and other trees susceptible to sun scald growing in different geographical areas. The above damage may be minimized by doing work on susceptible species during the dormant season.

i. In lifting the lower bottom branches of trees for under clearance, care should be given to symmetrical appearance, weight distribution and crown balance. Cuts should not be made so large that they will prevent normal sap flow.

j. Periodical drop crotching or cutting back of silver maples, poplars, and other trees with brittle and soft wood is an established practice and has proven beneficial in maintaining the safety of these trees over long periods of growth. Other trees with soft and brittle wood growing in different geographic areas may be specifically named when it is common practice to control the growth by cut back.

k. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite.

l. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

TREE REMOVAL SPECIFICATIONS:

All tree removal shall be done in accordance to ANSI Z133-2012 Safety Requirements for Arboricultural Operations and as directed by Owner. Specific locations and requirements will be outlined in Contract Bid Request.

Additional specifications are as follows:

- a. Contractor shall replace and repair all broken sprinkler lines, sprinkler heads and concrete due to vehicular or mechanical operations during tree removal prior to remitting payment for services.
- b. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during removal operations within the safety zone established around worksite.
- c. Limbs and branches that cannot be safely controlled by hand shall have a separate rigging line tied to them to help control their fall. Rigging practices shall conform to requirements in section 8.4 of ANSI Z133- 2012.
- d. Extreme care shall be taken so as to prevent limbs, branches, and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, streets, and other property both public and private.
- e. No trees or trunks shall be removed by felling onto pavement. Contractor will be responsible for all damages incurred as a result of operation to both public and private property.
- f. Stumps shall not be left higher than six (6) inches above ground level in between the final felling cut and the time stump removal is performed. If there are extenuating circumstances prohibiting the final cut to be made at this height, proper flagging and barricading of the stump shall be made prior to the end of work day and maintained by Contractor until stump is removed below grade.
- g. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of work day.
- h. Owner may require by approved work directive that tree removal must be completed within ten (10) calendar days. The ten calendar days are measured from the date of issuance of the approved work directive to the contractor, unless otherwise stated by the owner. Owner may grant additional days due to weather conditions. State or federal holidays are not counted towards the 10 calendar days. This work is to be bid on and billed with its own unit price separately from the standard tree removal item, which has no specific time constraint. If tree removal is not completed within the 10

calendar days, and no additional days have been granted by the owner, then the work will be billed using the standard tree removal unit price.

STUMP REMOVAL SPECIFICATIONS:

All stump removal shall be done in accordance to ANSI Z133-2012 Safety Requirements for Arboricultural Operations and as directed by Owner. Specific locations and requirements will be outlined in Contract Bid Request. Additional specifications are as follows:

- a. Contractor shall grind stumps and bracing roots at least 12 inches below the normal grade unless otherwise directed by Owner and in cases where underground utility lines prohibit.
- b. Contractor shall be responsible in coordinating proper utility marking by responsible parties through Blue Stakes of Utah at least 2 days prior to the removal of stumps.
- c. Soil residue with chips may be returned to the hole if it is primarily soil. A four inch thick layer of topsoil shall be placed over chips and residue. The area shall be crowned two inches above surrounding grade to allow for settling and shall be raked smooth.
- d. Contractor shall restore all damaged turf outside the trunk and bracing root footprint to pre-work conditions.
- e. Contractor shall replace and repair all broken sprinkler lines, sprinkler heads and concrete due to vehicular or mechanical operations during stump removal prior to remitting payment for services.
- f. Care shall be taken to protect surrounding property and citizens from damage due to flying debris as a result of grinding operations by the use of safety screens.
- g. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during grinding operations within the safety zone established around worksite.

h. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

i. Owner may require by approved work directive that stump grinding work must be completed within ten (10) calendar days. The ten calendar days are measured from the date of issuance of the approved work directive to the contractor, unless otherwise stated by the owner. Owner may grant additional days due to weather conditions. State or federal holidays are not counted towards the 10 calendar days. This work is to be bid on and billed with its own unit price separately from the standard stump grinding item, which has no specific time constraint. If stump grinding work is not completed within the 10 calendar days, and no additional days have been granted by the owner, then the work will be billed using the standard stump grinding unit price.

WORKING PROCEDURE:

a. Contractor will be provided a list of trees, their specific sizes (DBH) and locations to be pruned with the corresponding pruning class I, II, III or IV and may have special requirements attached as directed by Owner.

b. Contractor will be provided a list of trees, their sizes (DBH) and locations to be removed. Special requirements as directed by Owner will be noted as part of size and location list.

c. Contractor will be provided a list of stumps and their sizes based off of the DBH taken for the removal list. If a tree is specified for removal it is the desire of the Owner to have the stump bid for removal unless otherwise noted. Any discrepancies due to variance between DBH and the actual stump size after final cut and including bracing roots is the responsibility of the Contractor.

d. In cases where stump grinding is impractical Owner may specify treatment of cut stump with an appropriately labeled herbicide.

e. Contractor invoices shall include the date work was performed with address's corresponding to the DBH and genus of the tree for which work

was performed. It shall include the type of work performed and the associated cost bid by DBH.

CONTRACTOR'S RESPONSIBILITY

The responsibilities of the Contractor include, but shall not be limited to the following:

1. Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement. Contractor shall be knowledgeable of, and Contractor and Contractor's work product shall conform to all applicable Federal, State, City and other local laws, regulations, ordinance and this Agreement's requirements.

2. Contractor shall be solely responsible to the City for the quality of all services performed under this agreement. All services furnished by Contractor shall be performed in accordance with the best professional judgment and skill in a timely manner, and shall be fit and suitable for the purposes intended by the City.

3. Reasonable compliance with and identification of applicable services standards. Listing of standards does not relieve Contractor from complying with all applicable standards whether or not listed here. Contractor's work under this Agreement shall comply with:

American National Standards Institute, Tree Care Operations (ANSI) A300 (Part 1)-2008.

American National Standards Institute, Safety Requirements for Arboricultural Operations ANSI Z133-2012.

ISA Best Management Practices, Tree Pruning (Revised 2008).

State of Utah Chemical Applicator's License
Manual Uniform on Traffic Control Devices (MUTCD) and the Utah Department of Transportation (UDOT) the current edition of Standards and Requirements.

2017 Edition of the American Public Works Association (APWA) Standards.

4. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirement shall be determined by actual need.

5. Contractor shall provide qualified personnel and all associated vehicles, equipment, tools, supplies and materials to perform assignments herein described within the time specified. Assignments by city may include trees of highly variable species, sizes, conditions, locations and requirements.

6. Unless otherwise authorized by the City, the Contractor shall remove from the site and legally dispose of all brush, wood, chips or other debris produced at the service site prior to completion of each workday.

7. The Contractor shall dispose of trees removed from disease control (such as Dutch elm disease etc...) in a manner that prevents disease transmission. The City shall identify trees to which this applies. Ogden City Corp to pay for any dumping fees if not dumped at their facility.

8. Crew composition and experience to remain as herein described unless otherwise approved, in writing, by both parties of this Agreement.

9. Contractor shall perform work in accordance with standards identified in sub-paragraph 3 above. Contractor shall provide each crew copies of standards and contract to carry in their work vehicle.

10. Contractor shall perform regularly scheduled services described herein during the Urban Forestry Division's business hours of 6:00 a.m. to 4:30 p.m. Monday through Thursday excluding city observed holidays. Hours may vary if mutually agreed upon by both parties.

11. Contractor shall perform emergency response tree services(s) at the request of the City at any time of the day or night, including weekends and holidays.

12. All work shall be performed in compliance with standards and provisions of the Agreement and shall be subject to inspections and approval

by the City. Contractor shall be responsible for correcting, at Contractor's expense, any work not performed in accordance with this Agreement.

13. Wood and/or chips shall, at the direction of the City: 1) be left at the work site; 2) be delivered to a location within the county identified by the City' or, 3) be disposed of by the contractor.

14. Contractor shall be responsible for all damage to public or private property resulting from performance of services under the Agreement. Contractor shall report any damage to public and/or private property occurring during regular business hours immediately to Community Services Office at 1875 Monroe Blvd. Should damage occur after regular business hours, it shall be reported to the Community Services Office at the beginning of the next regularly scheduled business day.

15. Contractor shall be responsible for all pedestrian and traffic warning signage and coordination of any road closures with the Ogden City police and Fire Departments, UDOT, and the Utah Transit Authority.

16. Signing and/or barricading of work area to ensure access, security of site and public notification shall be the sole responsibility of the Contractor. In some cases this shall require Contractor to install necessary signage and/or barricading the day before scheduled delivery of service. In addition, the Contractor shall conform with manual on Uniform Traffic Control Devices.

17. Notification of work and surveys:

a. Contractor shall distribute City provided written notification of planned services to adjoining property owners a minimum of one (1) week prior to performance of service. The notification shall not be requirement when emergency work is performed.

18. Prior to beginning work, the Contractor shall compare work order information to the actual site and the specified trees(s). If discrepancies exist Contractor shall contact the City for clarification or discussion prior to initiation of work. Invoices must match work orders.

19. Contractor shall adhere to service schedules as provided by the City.

20. Contractor shall provide timely response to customer inquiries, complaints or requests.

21. Does Contractor want a renewable contract clause up to three years if funding is available and is it agreeable to both parties?

CONTRACT TERMINATION

The Owner shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The Contractor is not adequately complying with the specifications.
3. Proper Arboricultural techniques are not being followed after warning notification by the Owner or its authorized representatives.
4. 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. All workers shall be certified arborist or at least supervised at all times by a foreman that is a certified arborist.
5. The Contractor in the judgment of the owner is unnecessarily or willfully delaying the performance and completion of the work.
6. The Contractor refuses to proceed with work when and as directed by the owner.
7. The Contractor abandons the work.

INDEMNIFICATION

I, the Contractor, agree to indemnify, hold harmless, and defend the owner from and against any and all loss, damage, or expense which the Owner may

suffer or for which the Owner may be held 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 Owner 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 Owners trees by persons (other than employees of the Contractor engaged in the work contemplated by this Agreement) who are in or about such trees.

If there are questions that need to be addressed regarding the contract, or tree locations, please contact –

Damien Reeves
Ogden City Forester
(801) -648-8310
damienreeves@ogdencity.com

OGDEN CITY CORPORATION
SET FEE FOR TREE SERVICES CONTRACT

UNIT PRICES FOR FOLLOWING SIZE CLASSES BY INCH:

Sizes (DBH)	Class I (fine)	Class II (med)	Class III (course)	Class IV
00-03	\$14.31	\$15.31	\$14.31	\$15.31
03-06	\$14.31	\$15.13	\$14.31	\$15.31
07-12	\$15.52	\$15.58	\$14.58	\$16.52
13-18	\$15.78	\$16.25	\$15.25	\$17.74
19-24	\$20.79	\$18.87	\$16.87	\$20.72
25-30	\$22.05	\$19.78	\$18.78	\$21.89
31-36	\$24.46	\$22.03	\$21.03	\$22.54
37-42	\$27.74	\$24.69	\$23.69	\$23.03
43 +	\$34.18	\$27.83	\$26.83	\$26.26

UNIT PRICES FOR FOLLOWING SIZE CLASS PER INCH

Sizes	Removal	Stump Grind
00-03	\$45.00	\$20.50
04-06	\$26.22	\$13.18
07-12	\$49.19	\$10.75
13-18	\$52.77	\$10.88
19-24	\$58.48	\$10.17
25-30	\$62.83	\$9.82
31-36	\$68.46	\$9.60
37-42	\$82.62	\$9.47
43 +	\$106.68	\$9.34

**EXHIBIT B
OGDEN CITY CORPORATION
CONTRACTOR INFORMATION SHEET**

A. Business name: _____ Year Est. _____

Owner or Parent Company: _____

Business address: _____

Business Tel.: _____ FAX: _____ Mobile Tel.: _____

Federal I.D. # _____

If you do not have a federal I.D. #, please list your Social Security Number:

➔ Attach a completed IRS W9 Form.

State Contractor License # _____

➔ Attach a copy of your current contractor's license.

B. List at least three (3) recent clients who can attest to the quality of your work:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>

C. Number of full-time employees: _____ Number of part-time employees _____

D. Who in your organization is authorized to sign legal documents, pick up checks and sign bids:

Name: _____ Title: _____

E. Limits of your insurance coverage:

General Liability: _____

Automobile: _____

Workman's Compensation: _____

→ Attach a copy of certificate of insurance.

F. The undersigned, in compliance with the RFP requirements, and having examined the information and specification do hereby agree to perform the scope of work per the established fee schedule / pricing.

I certify the above information is true and complete. I authorize Ogden City to verify any information provided in this application.

Name & Title:

Authorized Signature:

Date:

**ADDENDA ACKNOWLEDGEMENT
(If Applicable)**

TO THE MAYOR OF OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work is to be done, has carefully examined the specifications and other contract documents, and has examined the locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in connection with the plans and specifications and other contract documents, at the following bid prices for the several bid items of work named.

Receipt of the following addenda is hereby acknowledged:

1.(Date) _____

2.(Date) _____

Name of Proposer

Authorized Signature