

REQUEST FOR PROPOSAL - AMENDED



Ash & Various Tree Removal

**Village of Little Chute
Outagamie County, Wisconsin**

The Village of Little Chute is issuing a Request for Proposal (RFP) for interested contractors to submit proposals for the systematic removal of ash and other various trees within the Village of Little Chute.

Sealed Proposals: Contractor will either deliver one proposal to the physical address listed below or by email to john@littlechutewi.org

Little Chute Village Hall
Attn: John McDonald, Parks, Recreation & Forestry Director
108 W. Main Street
Little Chute, WI 54140

PROPOSAL DEADLINE: May 3, 2024, at 12 P.M.

Proposals received after the cited time will be considered a late submission and are not acceptable unless waived by the Parks, Recreation & Forestry Director.

- The envelope should be clearly marked "RFP"
- Please direct questions to John McDonald, Parks, Recreation & Forestry Director at 920-423-3868 or john@littlechutewi.org

Purpose

Beginning in 2020 the Village began budgeting funds to begin the removal of ash trees located in the public right of ways and the Village parks. The goal is to remove enough ash trees to eliminate the ash tree population within 10 years. This work is being performed due to the Emerald Ash Borer. In addition, there are various tree species throughout the Village that are scheduled to come down due to age and safety concerns.

Proposal Terms

1. Village of Little Chute reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding quality of service, the contractor's qualifications, and capabilities to provide the specified service, the cost to perform the work, and other factors which the Village may consider.
2. The Village reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the Village to be in the best interests of the Village even though not the lowest bid.

3. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the Village Hall to the mutually agreed-to date of bid.
4. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
5. The Village has noted an estimated diameter inch and breast height for each ash tree. It is the contractor's responsibility to inspect the trees that are scheduled for removal in appendix A ahead of submitting their proposal. The village will not adjust the price after the contract is signed for differences in diameter inch found in the field during the removal process.
6. A service contract will be executed between the Village and the awarded contractor.

Consultant Qualifications

1. The contractor shall have previous experience working with tree removals in public areas and should be familiar with the local government environment in the state of Wisconsin.

Liability Insurance and Bond Specifications for Construction Projects

I. INSURANCE REQUIREMENTS FOR ARCHITECT AND CONSULTING ENGINEER

A. Minimum Scope and Limits

1. Architects and Engineers Errors & Omissions Liability coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project.
2. Commercial General Liability coverage with limits of no less than the following:

| | |
|---|-------------------------|
| a. Each Occurrence Limit | \$1,000,000 |
| b. General aggregate limit (other than Products–Completed Operations) | per project \$2,000,000 |
| c. Products–Completed Operations aggregate | per project \$1,000,000 |
| d. Personal and Advertising Injury limit | \$1,000,000 |
3. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1–Any Auto basis.
4. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.
6. Also, see requirements under Section IV.

II. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY & PROPERTY

- A. Commercial General Liability coverage including coverage for Products Liability, Completed Operations, Contractual Liability, and XCU coverage with the following minimum limits:
 1. General aggregate limit (other than Products–Completed Operations) per project \$2,000,000
 2. Products–Completed Operations aggregate per project \$1,000,000
 3. Personal and Advertising Injury \$1,000,000
 4. Each Occurrence limit \$1,000,000
- B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1–Any Auto basis.
- C. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$5,000,000 aggregate.
- E. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.
- F. Property Coverage (to be provided by contractor)
 1. Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractors bonding company, if any.
 2. Covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.
 3. The municipality, architect, engineer, contractor, and subcontractors will be added as loss payees to the policy.
- G. Also, see requirements under Section IV.

H. Bond Requirements

1. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to _____ percent of the contract bid.
2. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class V.

III. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

- All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers Liability insurance. This insurance shall be as broad as those noted for Contractor requirements contained in Section II. above.

IV. APPLICABLE TO ARCHITECTS, CONSULTING ENGINEERS AND CONTRACTORS

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. The municipality, the municipality's elected or appointed officials, and employees shall be named as additional insureds on all Liability policies for liability arising out of project work.
- C. Certificates of Insurance, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the municipality shall be submitted prior to commencement of the work.
- D. Architect, Engineer and Design Build Contractors shall warrant that no documents used for the project require Municipality to indemnify and / or hold harmless any party to the contract for any reason.
- E. Architect, Engineer and Design Build Contractors shall warrant that the documents used for the project shall not contain any wording limiting the financial responsibility of the parties to the contract for damages arising from their negligence, act, error or omission.

Scope of Services

1. Contractor to remove 31 ash trees as listed in appendix A (*Itemize this task*).
2. Contractor to remove all wood and brush from site (*Itemize this task*).
3. Contractor will remove all stumps and provide restoration of the site following stump removals. Excavation of 4" (in.) below top of grade is required. Entire stump locations are to be restored and graded to match the existing terrace area. (*Itemize task*).
4. Contractor shall clean the work site of wood shavings and all debris at the end of each workday.
5. Contractor shall be responsible for procuring any Outagamie County Road Closure permit (\$75), through the Outagamie County offices or website, for trees located on North Ave or County Road OO. Apply for a [Miscellaneous Work in R/W permit](#) (link) via the County "Cityview" system prior to completing the work.
 - a. Village will provide a map of stumps which require a permit to be ground and restored in Appendix B.
6. Contractor to arrange all locates associated with tree removal and stump grinding for the project.
7. Contractor is responsible for notifying Village if there are discrepancies in listing versus what is on site.
8. Village will mark all trees scheduled for removal BY CONTRACTOR with a white ring AND RED X around the tree. (*Trees with just a white ring are scheduled to be removed by VOLC staff*)
9. Contractor is responsible for repair and replacement of any and all damaged underground/overhead utilities.
10. Village will send a letter to all residents informing them of the work that is being performed and why the work is necessary. It will be the contractor's responsibility to contact the Parks, Recreation and Forestry Director to notify them of when the work is planned to occur, to as close to the date as possible. This is to ensure that terraces are clear of any vehicles. This section is not meant to provide an exhaustive and complete scope of services. Some, all, or potential additional items may be added to this scope of services. A final scope of services agreement will need to be arranged between Parks, Recreation & Forestry Director, and Contractor.

Specifications

1. The contractor shall utilize proper traffic control measures when working or staging equipment on a Village road or in the right of way. All traffic control measures need to be approved by the Public Works Director and/or designee prior to work being performed.
2. All trees shall be cut down to the stump so that there is only up to 4" of stump exposed from ground level.
3. If Stump Removal is performed, excavation of 4" (in.) below top of grade is required. Entire stump locations are to be restored and graded to match the existing terrace area.
4. The area around the tree shall be clean and free of all debris once the contractor leaves the site for the day.

Completion

The substantial completion of the project including final inspection will be performed by September 1, 2024. The contractor will be allowed to work on the removal of the trees as they see fit from the time the contract is signed until November 1, 2024, when all trees must be removed.

Submittal Process and Details

Proposals are sought from firms with expertise in removing trees located within public right of ways or on public property, preferably within the State of Wisconsin. Proposals should include the following:

1. Contractor's name, address, and names of primary contact.
2. 1 or 2 Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
3. An estimated cost for providing all work detailed in the scope of services itemizing each task separately. Provide estimated hours and cost for each service separately.
4. An estimated work schedule for all work performed.
5. Identification of personnel that will be assigned to this project listing their experience and credentials. Identify who will be the Village's main point of contact.

It is not the intent of this RFP to solicit an overly long response, but it is important the contractor's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. Village staff will review the submitted proposals. The selected contractor will meet with the Parks, Recreation & Forestry Director to prepare a contractual agreement between the Village and the Contractor.

APPENDIX A – AMENDED

TREE LOCATIONS, SPECIFICATIONS, & GENERAL VILLAGE MAP

| No. | ID | Status | Tree Species | Location | Address | Park | | DAB (in) |
|-----|------|---------|----------------|----------|-------------------------|---|---|----------|
| 1 | n/a | Removal | Ash Spp. | Street | 312 Wilson On Southside | Doyle Park/On Property Line | E | |
| 2 | n/a | Removal | Ash Spp. | Street | 312 Wilson On Southside | Doyle Park/On Property Line | E | |
| 3 | n/a | Removal | Ash Spp. | Street | 312 Wilson On Southside | Doyle Park/On Property Line | E | |
| 4 | 1330 | Removal | Ash Spp. | Street | 339 SANITORIUM RD | | C | |
| 5 | 1331 | Removal | Ash Spp. | Street | 339 SANITORIUM RD | | C | |
| 6 | 1496 | Removal | Green Ash | Street | 1207 SUNRISE | | C | |
| 7 | 1478 | Removal | Green Ash | Street | 1310 KENNEDY AVE | | C | |
| 8 | 1479 | Removal | Green Ash | Street | 1309 KENNEDY AVE | | C | |
| 9 | 1470 | Removal | Green Ash Var. | Street | 1322 COOLIDGE AV | | C | |
| 10 | 1471 | Removal | Green Ash Var. | Street | 1310/1312 COOLIDGE AV | | C | |
| 11 | 1472 | Removal | Green Ash Var. | Street | 1306/1308 COOLIDGE AV | | C | |
| 12 | 1473 | Removal | Green Ash Var. | Street | 1222 COOLIDGE AV | | C | |
| 13 | 1436 | Removal | Green Ash Var. | Street | 1200 COOLIDGE AVE | | C | |
| 14 | 1437 | Removal | Green Ash Var. | Street | 1202 COOLIDGE AVE | | C | |
| 15 | 1439 | Removal | Green Ash Var. | Street | 1108 COOLIDGE | | C | |
| 16 | 1542 | Removal | Green Ash Var. | Street | 1308 E WISCONSIN AV | | C | |
| 17 | 1547 | Removal | Green Ash Var. | Street | 1122 E WISCONSIN AVE | Reynebeau Floral - backside | C | Amended |
| 18 | 1548 | Removal | Green Ash Var. | Street | 728 BUCHANAN ST | on E. Wisconsin | C | |
| 19 | 1563 | Removal | Green Ash Var. | Street | 1215 E WISCONSIN AV | | C | |
| 20 | 1597 | Removal | Green Ash Var. | Street | 1400 E. WISCONSIN AV | on Sue Street | | |
| 21 | 1586 | Removal | Green Ash Var. | Street | 705 SUE ST | | C | |
| 22 | 1587 | Removal | Green Ash Var. | Street | 705 SUE ST | | C | |
| 23 | 1592 | Removal | Green Ash Var. | Street | 1325 E WISCONSIN AV | GIS as 1323 ID | C | |
| 24 | 903 | Removal | Green Ash Var. | Street | 903 SUE ST | | C | |
| 25 | 905 | Removal | Green Ash Var. | Street | 905 SUE ST | | C | |
| 26 | 1596 | Removal | Green Ash Var. | Street | 920 SUE ST | | C | |
| 27 | 1607 | Removal | Green Ash Var. | Street | 600 SUE ST | | C | |
| 28 | 1629 | Removal | Green Ash Var. | Street | 1705 LYLE ST | | C | |
| 29 | 1638 | Removal | Green Ash Var. | Street | 1725 LYLE ST | | C | |
| 30 | 1997 | Removal | Norway Maple | Street | 313 FILLMORE ST | | D | |
| 31 | 3250 | Removal | White Ash Var. | Street | 1909 VANDENBERG LANE | Hammer head East end of Vandenberg lane | D | |
| 32 | 1562 | Removal | Green Ash Var. | Street | 1207 E. WISCONSIN | | | Amended |

