

**CITY OF BEAUFORT
REQUEST FOR BIDS
Hazard Tree Removal**

Introduction

The city of Beaufort seeks to contract with a qualified tree service company to provide for removal and stump grinding of hazard trees as located within the City.

Project Funding and Forestry Contacts

The City of Beaufort received an award under a reimbursable grant from the SC Forestry Commission (SCFC). SCFC contact: Frances Waite, Coastal Region Urban Forester; fmwaite@bellsouth.net.

Performance Standards

All activities performed under this contract shall conform to the most current published ANSI (American National Standards Institute) Z133.1 standards for safe arboricultural operations.

Submission

The proposal shall be made on the attached bid form and shall be signed by the individual or firm submitting the proposal. The proposal must be enclosed in a sealed envelope clearly marked "Hazard Tree Removal Proposal 2010" and delivered to:

Eliza C. Hill, Landscape Architect
City of Beaufort Planning Department
1911 Boundary St.
Beaufort, SC 29902

Submission of a proposal by fax or email is NOT acceptable.

Deadline for submission of proposal: 2:00 pm on November 11, 2011. Bids received late will not be considered. Bids will be opened in public at the time of closing. Bids shall be firm for 45 days after the date of opening.

Project Completion Deadline

All work associated with removal and stump grinding must be completed by November 28, 2011. Therefore, Notice to Proceed and start of work is expected to occur on November 15th allowing nine (9) weekdays for actual work. Prior to return of bid, contractors are alerted to this time frame and must be able to assemble crews and equipment in order to adhere to this completion deadline.

Acceptance

The acceptance of a proposal will be a notice in writing known as the "Notice of Acceptance" signed by a duly authorized representative of the City of Beaufort. No work shall take place until the City has signed a contract approved by the City Council and notified the successful contractor to proceed with the work.

Site Visit

Each tree designated for removal has been marked in orange paint with a dot. Bid form listing tree species, DBH, condition and address of where tree is located. Contractors must personally inspect all indicated trees before submitting a proposal and must verify this inspection on the proposal form.

Compliance With Laws

Contractor shall comply with all applicable federal, state and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships.

Contractor hereby acknowledges being aware of and in total compliance with "The South Carolina Illegal Immigration Reform Act, 2008; Act No. 280; specifically section 3 of the Act; which added Chapter 14 to Title 8 of the South Carolina Code of Laws, titled "Unauthorized Aliens and Public Employment".

Contractor also understands and acknowledges that a public employer may not enter into a services contract with a contractor for the physical performance of services within this State unless the contractor agrees:

- To register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification of the employment authorization of all new employees; or employ only workers who:
 - a) Possess a valid South Carolina driver's license or identification card issued by the South Carolina Department of Motor Vehicles;
 - b) Are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in Sections 56-1 40 through 56-1-90; or
 - c) Possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the Executive Director of the South Carolina Department of Motor Vehicles, or his designee. The Executive Director of the South Carolina Department of Motor Vehicles, or his designee, shall publish on its website a list of states where the license requirements are at least as strict as those in South Carolina.

Contractor must be based and operate within South Carolina.

Contractor shall comply with all applicable requirements for conducting any work in SCDOT rights of way.

Tree Care Services

ISA certification is preferred for hazardous tree removal work. Therefore, it is requested that Contractor have under their employ at least one employee who holds an ISA (International Society of Arboriculture) Certification. The name of the arborist and his/her certification number shall be provided.

The contractor shall not remove trees that are under utility lines unless they employ a qualified line clearance arborist and/or the power has been turned off by the utility.

Contractor is required to provide an aerial lift with a minimum reach (working height) of 50 feet when necessary.

Vehicles and equipment used to perform tree care services (e.g., aerial lift, wood chipper, support vehicles) will, to the extent feasible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones the Contractor shall use ground protection equipment to protect soil from compaction and turf damage.

General

By submitting a quote, the contractor understands and agrees that the lowest or any quote will not necessarily be accepted.

Description of Work Required

The contractor shall furnish all labor, tools, materials, equipment and supervision necessary for the performance of all operations incidental to tree removal and pruning. Contractor shall be responsible for any damage sustained to private or public property during the course of operation of the work.

Notifications Prior to Start of Work

Contractor should notify the City Landscape Architect by calling 843-263-8587 or via email at lhill@cityofbeaufort.org each day prior to starting work to advise of work location. Contractor may presume that job site entry is permitted as soon as it has given its phone or email notice.

The contractor has been provided with a project timeframe (start date/end date) under which the hazard tree removal work must be performed. If the work cannot be completed within the established timeframe, the Contractor needs to decline the work when it is offered. If timeframe is accepted, the Contractor must complete the work as scheduled.

Equipment Requirements

Contractor shall provide all equipment necessary to meet the terms of the contract. Contractor shall maintain all equipment required to fulfill contract in safe and operable condition.

Waste Removal

All wood waste and/or non-hazardous debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless

specific alternative arrangements are made. The Contractor shall collect and remove all waste twigs, sawdust and leaves that have been produced as a result of a tree service activity.

Stump grinding and removal of wood chip debris will be performed by the Contractor.

Site Restoration

Inspections of work areas may be done by the City representative after work completion. Contractor shall be responsible for and will be notified of all damage to turf, soil depressions and damage to surrounding trees, shrubs and grassy areas. Damage to turf or soil depressions caused by operation of vehicles will be repaired by the Contractor.

Statement of Qualifications

To achieve a uniform review process and allow for adequate comparability, the bid responses must be organized in the following manner:

Provide at least three recent references (contact & telephone number) for similar work completed. Name(s) and certification number(s) of ISA Certified Arborist(s)/Tree Worker(s) that will perform removals.

Other Terms

- Contractor will assume liability for all claims of employees or subcontractors employed by or doing business on behalf of the contractor and hold harmless the City of Beaufort for any and all liabilities resulting from claims against the contractor.
- The City of Beaufort will not enter into contractual agreements which require binding arbitration as a means of settlement of disputes between the City of Beaufort and contractor or subcontractors.
- City of Beaufort will not enter into contractual agreements which require setting aside any statutes or regulations from which the City of Beaufort would normally benefit.
- The City of Beaufort reserves the right to reject all contract proposals and to ask for new proposals and to waive any informality in or reject any parts of the proposal.

Required Insurance

The Contractor shall carry as a minimum, at its own expense, the following insurance coverage:

- Worker's Compensation
- General Liability Insurance
 1. Bodily injury, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;
 2. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;
 3. Contractual insurance - broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;

- Automotive Liability Insurance
 1. Bodily injury, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;
 2. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; this insurance must include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

The Contractor shall include the City of Beaufort as an additional named insured on both General Liability and Automotive Liability insurance policies.

The insurance coverage shall be written with insurance companies licensed to do business in the State of South Carolina and acceptable to the City of Beaufort. All insurance premiums shall be paid without cost to the City of Beaufort. The Contractor shall furnish to the City of Beaufort a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. The contract will not be signed with the successful Contractor until proof of coverage and additional named insured has been received and reviewed for acceptability by the City of Beaufort attorney.

The City of Beaufort shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction.

Required Information (to be submitted with return of bid):

- Proof of \$1,000,000 liability insurance (Please attach copy)
- Proof of current workman's compensation insurance (Please attach copy)

Signatures

I understand that this proposal is submitted for consideration of entering into a services contract with the City of Beaufort and I understand that services are not subject to South Carolina bidding statutes and my proposal may be rejected by the City of Beaufort without cause.

I understand that I may be called for an interview prior to the award of any contract for tree removal/pruning services.

I understand that I'll be responsible for complying with all terms of this proposal and subsequent contract prior to commencement of services and failure to comply with any term(s) of the contract may result in forfeiture of the contract.

In submitting this proposal I'm agreeing that all information provided in this proposal and possible interview is accurate and correct to the best of my knowledge and any inaccuracies subsequently discovered will be cause for termination of any contract awarded.

SIGNED AND SEALED BY:

Signature of Contractor

Company Name

