



WILDWOOD

MEMORANDUM

To: Administration / Public Works Committee Members
From: Rick C. Brown, Director of Public Works / City Engineer
Date: September 4, 2022
Re: Contractor Bids for 2022 Fall Tree Planting

Background: As was presented at your August meeting, earlier this summer, the Department worked with Davey Resource Group (DRG) to prepare an RFP (request for proposal) for fall 2022 tree planting. The RFP was provided to several area tree contractors, and requested contractor proposals for a two-phased planting program as follows:

- **Town Center Tree Planting** – this includes replanting of about 10-15 trees within existing tree grates. Tree planting would include several varieties of #15 container stock, as recommended by DRG.
- **Subdivision Tree Planting** – this includes planting trees within tree lawn areas (between the curb and sidewalk). This would include several varieties of #15 container stock, as recommended by DRG, with an option to plant larger trees, if requested. Larger sizes would be planted under separate agreement with individual subdivisions, whereby the subdivision would pay the difference in cost.

A copy of the RFP has been included with this memorandum as **Exhibit A**. In response to the RFP, on Wednesday, July 27th, the Department received a submittal from Gamma Tree Experts, which has been included as **Exhibit B**.

As was discussed at your August meeting, given that only one bid was received, the Department extended the deadline for tree planting proposals to seek additional responses. Unfortunately, the second RFP received no additional bids. Most of the potential landscape companies that we've questioned respond that they simply do not have the labor available to complete the work.

Recommendation: The Department is recommending a city-contractor agreement with Gamma Tree Experts, for Fall 2022 tree planting, for the not the exceed amount of \$79,000.

Reasons for Recommendation

- The city-contractor agreement will allow the planting of about 200 new trees, at a cost of \$395 per tree, to help replace ash trees lost this year to the Emerald Ash Borer.
- Given that only one bid was received, our options for fall planting are limited.
- Gamma Tree Experts successfully completed 2020 and 2021 tree planting projects for the Department.

With approval of this recommendation by the Committee, the Department will prepare a bill, authorizing the city-contractor agreement with Gamma Tree Experts, for the consideration of the City Council at the September 12th meeting.

I will be available at the September 6th meeting of the Administration/Public Works Committee for any questions regarding this recommendation.

RCB

Exhibit A

Request for Proposal

Tree Planting:

Town Center Tree Pits & Neighborhood Rights-of-Way

City of Wildwood, Missouri



W I L D W O O D

Due Date: Wednesday, July 27th, 2022 by 2:00 pm

Issued By:

Davey Resource Group, Inc. on behalf of the
City of Wildwood
Public Works Department
16860 Main Street
Wildwood, MO 63040

(on July 11th, 2022)

Section I - General Information

OBJECTIVE

The City of Wildwood (hereinafter referred to as “City”) is making a request for proposal (RFP) to qualified firms or individuals to provide tree planting services for the City’s town center area (Community Improvement District/downtown, Manchester Road, Taylor Road, New College Avenue, Generations Drive) and specific neighborhood right-of-ways for the 2022 planting season. Both planting efforts are different in scope and qualified firms or individuals are not required to bid on both and can elect to submit a bid on a single portion. **Davey Resource Group, Inc. (DRG) will serve as the administrator of the contract.**

PRE-PROPOSAL MEETING

All interested Contractors are encouraged to attend the pre-proposal meeting scheduled on **Wednesday, July 20, 2022 at 10:00am** which will be held virtually via Zoom. A link to the Zoom call will be provided in advance to all interested parties. All questions will be addressed at this time. Any RFP amendments needed to clarify the intent and/or further explain the requirements of this RFP will be generated from the pre-bid meeting dialog. Any RFP updates will be shared with the participating Contractors.

EVALUATION OF PROPOSALS

The City reserves the right to accept or reject any proposal for any reason. All proposals shall be evaluated for completeness, level of experience, qualification of Contractor(s) and key personnel, and the ability to meet the standards of service required.

NEGOTIATIONS

The City retains the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The City may require the entire proposal to be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the City as contractually binding on the successful vendor.

AWARD

Award of contract is subject to approval by the City and DRG. After the City selects the preferred Contractor(s), the City will need to secure final approval through City Council. The award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

If, through the approval process, there are significant changes to the work specifications, the selected Contractor(s) will have an option to decline the contract award.

CONTRACT

The successful Contractor(s) will be required to enter a standard form services contract, subject to modifications. The contract will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected Contractor's accepted and approved proposal. (See example contract which has been attached as Exhibit A.)

The City reserves the right to terminate the relationship with the successful Contractor(s) if the required documents are not submitted to and approved within thirty (30) business days of receiving notice of the contract award.

The City will have the ability to extend the contract for up to three (3) years.

Should the Contractor(s) neglect, refuse, or fail to complete the work under the contract in accordance with the specified requirements, the Contractor(s) may be liable for consequential damages resulting directly from their negligent acts.

INCURRED COSTS

The City and the contract administrator will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

CONFIDENTIALITY

After award of the contract, all responses, documents, and materials submitted by the Contractor(s) pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the participating communities. Based upon the public nature of these RFP's, a Contractor(s) must inform the contract administrator, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Missouri Sunshine Law.

COMPLIANCE WITH THE LAWS

The Contractor(s) shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Contract. Contractor(s) shall make all necessary applications for a federal employer identification number, state sales tax number, and a payroll tax number; and file all tax returns as required by law.

All State and municipal permits and licensing (i.e. right-of-way permit) must be in place prior to initiating any contract work.

INSURANCE REQUIREMENTS

Contractor(s) shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage including:

1. Workers Compensation (a minimum of \$1,000,000)
2. Comprehensive General Liability and Bodily Injury (a minimum of \$500,000 each person and \$3,000,000 each occurrence)
3. Comprehensive Automobile Liability and Bodily Injury (a minimum of \$500,000 each person and \$3,000,000 each occurrence)

The certificates must state "The City of Wildwood is an additional insured".

Contractor(s) will also be required to provide a 100% Performance Bond.

INDEMNIFICATION

The selected Contractor(s) shall indemnify and hold harmless the City of Wildwood, any trustees, officers, directors, agents, employees, representatives, and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character incurred due to the alleged negligence of the Contractor(s), brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said Contractor(s), its officers, agents, and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workers' Compensation Act; or any other law, ordinance, order or deed. In connection with any such claims, lawsuits, actions or liabilities, the City of Wildwood, any trustees, officers, directors, agents, employees, representatives, and assigns shall have the right to defense counsel of their choice. The Contractor(s) shall be solely liable for all costs arising out of such claims, lawsuits, actions, or liabilities.

The Contractor(s) shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the participating cities and any other indemnified party. Any city or other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own council. If this option is exercised, then the Contractor(s) shall promptly reimburse the city or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorney's and witness' fees and other expenses of litigation incurred by the city or other indemnified party in connection therewith.

Section II - Scope of Services

BACKGROUND

Town Center Tree Pits

The City of Wildwood's town center area, which encompasses its downtown area, Manchester Road, and St. Louis Community College - Wildwood, has several 4'x4' cutouts in the sidewalk (tree pits) designed to accommodate trees. To date, larger B&B nursery stock was installed throughout the town center area in these pits with mixed results regarding survivability and success. After a recent assessment, it has been decided that there are some combative factors with B&B establishment in the tree pits.

As a result, **#15 containerized stock** with a focus on fibrous root production will be installed for this project. Each tree must also have an appropriate layer of mulch installed in each tree pit.

There are currently about 200 sites that are ready to be planted in **fall 2022**. There may be more (or less) sites that will be prepared for planting in fall 2022 (to be determined after the summer season).

For each tree pit site, there are grates (two sections per pit) that will need to be lifted out of place prior to tree installation and then reset upon completion of installation. Each grate section weighs approximately 75 pounds. Additionally, there are electrical lines and GFIs in certain pits. Care will be required at these locations to avoid damage to them.

All trees planted in town center tree pits will be staked with one (1) t-post-type stake, placed to the rear of the southwest side of the tree, and secured with webbing. Previous installations have used bamboo staking, which has proven to be ineffective.

Considerations of drainage, host material, and watering relative to these tree pits will be accepted for inclusion by the City and DRG as part of this response to this RFP.

Neighborhood Right-of-Way

The City of Wildwood has been proactively managing their ash tree population with a combination approach of both treatment and remove/replace efforts. As a result of recent ash management practices, there are several vacant planting sites in neighborhood right-of-way tree lawns throughout the City. The City seeks to install roughly 200 mainly containerized (15gallon) trees, with a smaller percentage of 1.5-3" B&B trees, within tree lawns along various residential streets in the City during **fall 2022**. Each tree must also have an appropriate layer of mulch installed.

Each tree must have deer protection installed from ground level to the first scaffold branch using drain tile, wire mesh, spiral wraps, or other means, as agreed upon between the contractor and the City.

Each tree will be staked using two (2) t-post-style stakes, ideally placed on the southeast and northwest sides of the tree (as the site allows), and secured with webbing.

The contractor will place a door-hanger, provided by the City of Wildwood, on the doorknob of the residence closest to each planting site upon completion of the planting.

REQUIREMENTS

The successful Contractor(s) will be responsible for providing the personnel and equipment needed to meet the project requirements and terms as specified in this document.

The work may consist of tree planting of various size nursery stock and mulching at various locations throughout the City of Wildwood. Work locations will be on the public right-of-way. The successful Contractor(s) will be provided with locations of all designated tree planting sites. Contractor(s) will coordinate with Davey Resource Group, Inc. to ensure all locations are marked properly in time for work to be performed.

The nursery stock type of trees to be planted are listed on the attached Bid Summary Sheet. Proposals shall include a per tree price for trees to be planted (including mulch). Contractor(s) shall consider the following specifications:

Jobsite Management:

An International Society of Arboriculture (ISA) Certified Arborist must be present and available at all times during tree planting. This individual shall be in full charge of the work and have full authority for making decisions involving the contracted work. The assigned ISA Certified Arborist shall not be removed or replaced without the consent of DRG and/or a City representative who maintains ultimate authority over the project. Proof of arborist certification and must be submitted with this RFP.

Tree Planting Requirements:

1. Tree planting for the tree pits in the town center area will not commence until fall 2022.
2. Tree planting for the neighborhood rights-of-way will not commence until fall 2022.
3. If tree planting timing needs to be adjusted, a completion timeframe will be provided.
4. Contractor(s) and DRG will collaborate and agree on species selection and vendor.
5. DRG and the City will determine nursery stock size for the neighborhood right-of-way.
6. Contractor(s) will be responsible for ordering, payment, shipping, and delivery of plant material(s).
7. All trees will be evaluated and approved in accordance with ANSI Z60.1 American Standard for Nursery Stock and planting specifications will be provided prior to work.
8. All planting procedures shall adhere to ANSI A300 Part 6 - Planting and Transplanting and the provided planting specifications which will be based on this standard.
9. A 2" minimum to 4" maximum layer of organic mulch must be installed at the time of planting. No mulch is to contact the stem of the tree.
10. All trees shall be thoroughly watered in with a minimum of 5 gallons for 15-gallon containerized stock or 10 gallons for B&B stock, at the time of planting.
11. For the neighborhood ROW portion, each tree must have deer protection installed from ground level to the first scaffold branch using drain tile, wire mesh, spiral wraps, or other means, as agreed upon between the contractor and the City.
12. All town center trees planted in town center tree pits will be staked with one (1) t-post-type stake, placed to the rear of the southwest side of the tree, and secured with webbing.

13. Each neighborhood right-of-way tree will be staked using two (2) t-post-style stakes, ideally placed on the southeast and northwest sides of the tree (as the site allows), and secured with webbing
14. Contractor(s) must have all utilities located prior to digging.
15. Contractor(s) shall be responsible for any damages done to unmarked utilities (irrigation lines, fiber optic cables, etc.) at their own expense.
16. All stakes will be inspected one (1) year after planting and removed as needed. If the stakes are to remain beyond one (1) year, webbing ties shall be moved at the 1-year inspection to prevent stem damage.
17. **A 1-year warranty must be provided for all trees.**

Contractor(s) will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract. Damage to irrigation lines or utilities shall also be the responsibility of selected contractor(s), regardless if occurring within the public ROW, and shall be repaired at the contractor(s) expense.

SUPPLEMENTARY TASK - TREE WATERING

Contractors who wish to offer a bid for watering newly planted trees on the rights-of-way and in Wildwood town center are asked to submit this as a separate cost.

Scope of Services for tree watering;

1. Provide 1 watering per week for each of the ~200 trees planted, up to 24 waterings from May 15, 2023 through October 20, 2023
 - a. 10 gallons per #15 tree
 - b. 25 gallons per B&B tree (tree gator bags will be provided for B&B trees)
2. Waterings will be “on call” and can be either requested or denied with one week notice to account for natural rainfall.
3. Watering can be performed anytime within 7 days of the weekly touchpoint day, which will be Wednesday.
4. Contractor will contact Mark Halpin (mark.halpin@davey.com) weekly to confirm watering plans
5. Waterings will be charged per watering event, with a minimum of 12 paid for over the season
6. Daily update on trees watered will be provided; staff may randomly inspect trees to ensure thorough watering takes place

DUTY TO INFORM

It shall be the Contractor’s duty to inform DRG and/or City staff of any tree related issues and/or underground utilities that could cause harm or injury to people or property.

COMMUNICATIONS

It shall be the Contractor’s responsibility to communicate all important project issues and questions with DRG.

Section III - Minimum Information Required

PROPOSAL FORMAT

Offerors should organize proposals into the following sections:

1. Professional Qualifications
2. Past Involvement with Similar Projects
3. Proposal Price
4. Authorized Negotiator

The following describes the elements that should be included in each of the proposal sections:

1. Professional Qualifications
 - a. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder.
 - b. Include the name(s) of the ISA Certified Arborists and their respective certification numbers.
 - c. State history of the firm, in terms of length of existence, types of services provided, etc.
 - d. The written proposal must provide proof of a Missouri business license.
 - e. The written proposal must provide proof of insurance that meets the requirements in Section I.
2. Past Involvement with Similar Projects
 - a. The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects. A complete list of client references must be provided for similar projects recently completed. The list shall include the firm/agency name, address, telephone number, project title, and contact person.
3. Proposal Price
 - a. The written proposal must include a unit price for tree planting based on the various tree sizes shown on the Bid Summary Sheet. Price includes the cost, delivery, installation, mulch, and one year warranty of the tree.
 - b. The City of Wildwood is tax exempt. Successful bidders will receive tax exempt forms.
4. Authorized Negotiator
 - a. Include the name, phone number, and e-mail address of person(s) in your organization authorized to negotiate the agreement with the City.

All proposals shall be submitted by email in .PDF format to Rick Brown, rick@cityofwildwood.com, and Mark Halpin, mark.halpin@davey.com by:

Date and Time Due: Wednesday, July 27th, 2022 at 2:00 pm

Any questions related to the preparation of your proposal should be directed to Mark Halpin, mark.halpin@davey.com or (314) 484-6926.

Final list of tree quantities and locations will be provided once a final proposal is accepted.

Bid Summary Sheet

Listed below is the size class of trees in the City of Wildwood scheduled for planting.

TREE PLANTING (Town Center Area Tree Pits)			
Nursery Stock	2022 Cost/Tree	2023 Cost / Tree (Optional)	2024 Cost / Tree (Optional)
#15			

TREE PLANTING (Neighborhood ROW)			
Nursery Stock	2022 Cost/Tree	2023 Cost / Tree (Optional)	2024 Cost / Tree (Optional)
#15			
#25			
1.5" B&B			
2" B&B			
2.5" B&B			
3" B&B			

SUPPLEMENTAL WATERING (ALL TREES)			
AMOUNT:		LUMP SUM	PER EACH VISIT

Exhibit B

Any questions related to the preparation of your proposal should be directed to Mark Halpin, mark.halpin@davey.com or (314) 484-6926.

Final list of tree quantities and locations will be provided once a final proposal is accepted.

Bid Summary Sheet

Listed below is the size class of trees in the City of Wildwood scheduled for planting.

TREE PLANTING (Town Center Area Tree Pits)			
Nursery Stock	2022 Cost/Tree	2023 Cost / Tree (Optional)	2024 Cost / Tree (Optional)
#15	395 -	/	/

TREE PLANTING (Neighborhood ROW)			
Nursery Stock	2022 Cost/Tree	2023 Cost / Tree (Optional)	2024 Cost / Tree (Optional)
#15	395 -	/	/
#25	500 -	/	/
1.5" B&B	550	/	/
2" B&B	600	/	/
2.5" B&B	750	/	/
3" B&B	850	/	/

SUPPLEMENTAL WATERING (ALL TREES)			
AMOUNT:		LUMP SUM	PER EACH VISIT
N/A	/	/	/