

**South Portland City Council
Position Paper of the City Manager**

Subject:

ORDER #9-14/15 – Award of Bid #01-15 to Asplundh Tree Service, Inc., of Naples, ME, to provide tree pruning and removal services. Passage requires majority vote.

Position:

This item is brought forward to award a bid to provide tree pruning and removal services as needed through contract for a period of three years beginning August 1, 2014 and ending July 31, 2017. The contract may be extended for a year at a time up to and including a total of five years if both parties agree to the same terms and prices. The FY 2015 budget includes \$58,000 for these services.

The bid was advertised and mailed to thirteen vendors. The City received quotes from five vendors ranging in price for the overall bid of \$77,978.25 to \$151,875.

Bid specifications requested quotes based on the following work data calculated during the last fiscal year:

Type	Hours	Type	Hours
Climbers	725	Pulp Loader	125
Groundmen	725	Chipper	725
Bucket Truck	725	Crane	20

Asplundh Tree Service, Inc., of Naples, ME, submitted the lowest bid and meets specifications. This company has been providing this service for the last eight years and has provided excellent service. This bid will be awarded based on the hourly amounts. Asplundh's quote is as follows:

	Hourly Rate
LABOR	
Climbers	\$36.00
Groundmen	\$29.25
EQUIPMENT RENTAL	
Bucket Truck 50' Min.	\$20.23
Pulp Loader	\$65.75
Chipper	\$6.74
Crane	\$145.00

In addition to furnishing all materials, labor and equipment, the contractor will be responsible to contact and coordinate work with all utility companies, make provisions for local traffic and emergency vehicle access, provide emergency service within forty-five minutes, and be responsible for any damage done to structures, property and/or personal injury.

Requested Action:

Council passage of ORDER #9-14/15.


City Manager



Parks, Recreation & Waterfront

Memo

To: Jim Gailey
From: Rick Towle
CC: City Council
Date: July 17, 2014
Re: Tree Pruning and Removal Bid # 01-15

During the budget process annually City Council has generously approved funding for tree pruning and removal to maintain our canopy throughout our community. We are a Tree City USA in good standing with much to be proud of in our history. Currently, bid # 01-15 as is required by the City Procurement Policy went out of the Finance office publicly with the opening at 2:00P. M. July 8th, 2014 at which time there were five (5) bidders for these services. The City Council approved for the FY 15 year in the Parks budget for these services an amount totaling \$58,000 total. When advertised we ask all bidders to provide amounts for our entire goal of maintenance to determine how much we can actually accomplish compared to that desired goal. We have never actually attained that goal due to resources that are limited but we need to be prepared in case the amounts bid would actually allow us to make this happen in any given year. That is why you see a total greater than what was budgeted in the bids. Instead we look at the combined labor rate and equipment rates to determine our best case scenario as well as low bidder.

The Department recommends that Asplundh Tree Services Inc., of Newcastle, Maine be awarded the bid in the amount not to exceed the approved budgeted figure of \$58,000 based upon their lowest prices overall and as well as their labor/equipment prices being better than the competitors. We will work with the vendor on an hourly contractual basis to accomplish the maximum amount not to exceed budgeted \$58,000.

Take Care,

Rick Towle
Director

PROPOSAL

The UNDERSIGNED hereby proposes to furnish the City of South Portland with Tree Pruning and Removal for a period of three years beginning August 1, 2014 in accordance with the attached Invitation to Bid, the attached Work Specifications, and at the following prices:

LABOR	RATE PER HOUR
Climbers	\$ <u>36.00</u>
Groundman	\$ <u>29.25</u>

EQUIPMENT RENTAL RATE PER HOUR

Bucket truck, 50' minimum working height	\$ <u>20.23</u>
Pulp loader	\$ <u>65.75</u>
Chipper	\$ <u>6.74</u>
Crane, 100' boom	\$ <u>145.00</u>

Note: If equipment rental is included in labor rates, please so state.

Signed: Asplundh Tree Expert Co.
(Corporation, Firm or Company)

By: 
(Officer, Authorized Individual or Owner)

Title: Manager

Mailing Address: 58 Shattuck Mill Road

Newcastle, ME
Zip Code 04553 Date: 7/2/14

Telephone: (207) 586-5425 Fax: (207) 586-5346

E-Mail: tkostenbader@asplundh.com

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.



CITY OF SOUTH PORTLAND

GERARD A. JALBERT
Mayor

JAMES H. GAILEY
City Manager

SUSAN M. MOONEY
City Clerk

SALLY J. DAGGETT
Jensen Baird Gardner & Henry

**IN CITY COUNCIL
ORDER #9-14/15**

District One
MICHAEL R. POCK

District Two
PATRICIA A. SMITH

District Three
MELISSA E. LINSOTT

District Four
LINDA C. COHEN

District Five
GERARD A. JALBERT

At Large
MAXINE R. BEECHER

At Large
THOMAS E. BLAKE

ORDERED, that award of Bid #01-15 be and hereby is made to Asplundh Tree Service, Inc., of Naples, ME, in an amount not to exceed fifty-eight thousand dollars (\$58,000) to provide tree pruning and removal for the Parks Department.

BE IT FURTHER ORDERED, that fees for these services shall be charged as follows:

	Hourly Rate
LABOR	
Climbers	\$36.00
Groundmen	\$29.25
EQUIPMENT RENTAL	
Bucket Truck 50' Min.	\$20.23
Pulp Loader	\$65.75
Chipper	\$6.74
Crane	\$145.00

Said amounts shall be charged to the Parks Tree Service Account #10477562- 628500.

Fiscal Note: Not to exceed \$58,000

Dated: July 21, 2014

CITY OF SOUTH PORTLAND

Bid # 01-15 Tree Pruning and Removal

Bids for Tree Pruning & Removal for the City of South Portland were opened on Tuesday, July 8, 2014 at 2:00 P.M.

The bid was advertised and mailed to thirteen (13) vendors. Five (5) bidders responded.

	Prior Year Hours	Davey ArborCare		Lucas		Asplundh		Marston's		Greater Portland Tree	
		Tree		Tree Experts		Tree Service, Inc.		Tree Service, Inc.		Company	
		Portland, ME		Portland, ME		Naples, ME		Naples, ME		Scarborough, ME	
		Hourly Rate	Total \$	Hourly Rate	Total \$	Hourly Rate	Total \$	Hourly Rate	Total \$	Hourly Rate	Total \$
LABOR											
Climbers	725	35.00	25,375.00	22.00	15,950.00	36.00	26,100.00	35.00	25,375.00	44.00	31,900.00
Groundman	725	35.00	25,375.00	19.00	13,775.00	29.25	21,206.25	30.00	21,750.00	40.00	29,000.00
EQUIPMENT RENTAL											0.00
Bucket Truck 50' Min.	725	50.00	36,250.00	65.00	47,125.00	20.23	14,666.75	100.00	72,500.00	25.00	18,125.00
Pulp Loader	125	65.00	8,125.00	75.00	9,375.00	65.75	8,218.75	85.00	10,625.00	125.00	15,625.00
Chipper	725	4.50	3,262.50	10.00	7,250.00	6.74	4,886.50	25.00	18,125.00	16.00	11,600.00
Crane	20	125.00	2,500.00	100.00	2,000.00	145.00	2,900.00	175.00	3,500.00	175.00	3,500.00
TOTAL PER PY USAGE			100,887.50		95,475.00		77,978.25		151,875.00		109,750.00
RECOMMEND AWARD: Asplundh Tree Service, Inc.											
Source of Funds: Parks Contractural #10477562-628500											
Parks & Recreation Director			Finance Director			City Manager					



INVITATION TO BID

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

KRISTIE BRADBURY
Deputy Finance Director

COLLEEN C. SELBERG
Purchasing Agent

TREE PRUNING AND REMOVAL

Sealed bids for furnishing the City of South Portland with Tree Pruning and Removal on an as needed basis for a three year period beginning August 1, 2014 will be received by the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine until 2:00 P.M., Tuesday, July 8, 2014, at which time they will be publicly opened and read aloud. Proposals received after the above stated date and time will not be considered.

Bids shall be submitted on the attached form in sealed envelopes, plainly marked "Bid #01-15 for Tree Pruning" and shall be addressed to the Purchasing Agent at the above address.

The award of this bid will be based on the amount of work done during the last fiscal year which is as follows:

Climbers:	725 Hours
Groundman:	725 Hours
Bucket Truck:	725 Hours
Pulp Loader:	125 Hours
Chipper:	725 Hours
Crane:	20 Hours

No guarantee is offered as to the quantity of work to be done during the new award period.

The successful bidder will be required to sign a standard City contract and provide a certificate of insurance for public liability, property damage, and worker's compensation coverage as stipulated in said contract.

This proposal, if accepted, shall become a contract and shall remain in effect during the period stated herein unless terminated at the request of the City of South Portland upon 30 days written notice, or immediately "for cause."

In the event that the successful bidder to whom the bid has been awarded should fail to do this work promptly and according to the specifications and prices of this bid, the City reserves the right to cancel the award to this bidder and obtain this work elsewhere.

The term of the contract resulting from this bid shall be for a three year beginning on August 1, 2014 and ending on July 31, 2017. The City of South Portland reserves the right to extend the contract as it expires a year at a time up to and including a total of five years if mutually agreeable and the successful bidder agrees to the same terms and prices.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of bills for all items covered by the contract. In submitting bids under the attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The City of South Portland, Maine reserves the right to waive all informalities in bids, to accept any bid or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

Colleen C. Selberg
Purchasing Agent

Mailing address: P.O. Box 9422, South Portland, ME 04116-9422
Telephone (207) 767-3201 Fax (207) 767-7620

CITY OF SOUTH PORTLAND

PARK DEPARTMENT

WORK SPECIFICATIONS

The contractor shall furnish all materials, labor, and equipment to perform the services requested in this bid.

The contractor shall furnish proof that it is a State Licensed Arborist and is covered by Worker's Compensation, and by minimum property damage and public liability insurance required of a licensed arborist.

The contractor shall assume all responsibility for damage done to structures, property or personal injury during the performance of his work.

The contractor shall furnish the services of a first class licensed arborist as his representative to coordinate all work requested by the City Arborist at no cost to the City. A licensed first class utility arborist must be on site at all times due to the majority of the work being in proximity to power lines.

The contractor must have the ability to work with the utility companies of the Greater Portland area.

The contractor is obligated to serve all departments of the City at his stated rates for men and equipment quoted in this bid. The contractor shall do all emergency work at the stated rates and must be able to respond to all emergency tree work within 45 minutes or less. In addition, the contractor must guarantee 1 day of work per week and a minimum three man crew from November to February as long as funds are available.

The contractor shall be responsible for the maintenance and protection of all vehicles and pedestrian traffic at all times during tree work. The contractor shall make provisions for access for local traffic and emergency vehicles at all times. All other traffic may be re-routed as directed by the City of South Portland's Traffic Engineer. The contractor shall be responsible for notifying the Police and Fire Departments of any access problems. The contractor shall provide, erect and maintain adequate signs, barricades, flashers, temporary lighting or other warning lighting devices to afford protection to the traveling public and for the protection of the work in accordance with O.S.H.A. standards. A work zone traffic control booklet is available in the Park Superintendent/City Arborists office for reference.

The contractor will notify all utility companies and coordinate work with them whenever any of the required trimming or removal work interferes with any utility lines, etc.

All tree pruning shall be done in respect to the beauty and preservation of each tree. Pruning techniques shall be in accordance with TREE-PRUNING GUIDELINES 1995, a publication of the International Society of Arboriculture. All brush and debris derived from pruning shall be hauled to a disposal area unless otherwise stated by the City Arborist.

The contractor must have sufficient men and equipment to assist the City during high wind storms, heavy wet snow storms, and any storm emergency when so requested by the City Arborist or his designated representative any time day or night.

All tree removals shall consist of removal of limbs, cutting down and hauling to a disposal area and clean-up work. All work to be at an hourly rate for men and equipment. All trees will be removed to ground level.

All phases of tree work covered in this contract must be closely coordinated with the City Arborist.

Work to commence at the discretion of the City Arborist.

PROPOSAL

The UNDERSIGNED hereby proposes to furnish the City of South Portland with Tree Pruning and Removal for a period of three years beginning August 1, 2014 in accordance with the attached Invitation to Bid, the attached Work Specifications, and at the following prices:

LABOR	RATE PER HOUR
Climbers	\$ _____
Groundman	\$ _____

EQUIPMENT RENTAL RATE PER HOUR

Bucket truck, 50' minimum working height	\$ _____
Pulp loader	\$ _____
Chipper	\$ _____
Crane, 100' boom	\$ _____

Note: If equipment rental is included in labor rates, please so state.

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing Address: _____

Zip Code _____ Date: _____

Telephone: _____ Fax: _____

E-Mail: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

CITY OF SOUTH PORTLAND
AGREEMENT

THIS AGREEMENT is made this XXth day of XXXX 2014, by and between the CITY OF SOUTH PORTLAND, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "CITY"), and VENDOR, WHOSE PRIMARY LOCATION IS, (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: **Bid #01-15 Tree Pruning and Removal** which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Specifications, and the Drawings in return for payment as provided herein.

***COMPLETION DATE:**

2. The work to be performed under this Agreement shall be commenced on August 1, 2014 on an as needed basis for a three year period until July 31, 2017. The City reserves the right to extend the contract as it expires for a year at a time up to and including a total of five years if mutually agreeable.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of SEE SCHEDULE OF PRICING ON THE ATTACHED PROPOSAL PAGE OF THE INVITATION TO BID.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of \$N/A executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY’S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR’S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. **It is a requirement that the “CITY OF SOUTH PORTLAND” specifically be named as an Additional Insured on the General Liability and Automobile Liability policies. “Certificate Holder” is hereby named as additional insured” is NOT acceptable.**

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

(c) **Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) **Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance

coverage for all sub-contractors or lower tier contractors who will participate in the project.

- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.
- (g) It is recommended that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.
- (h) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

(i) **Waiver of Subrogation**

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any subcontractors or lower tier contractors.

(j) **Construction Agreement**

The CONTRACTOR shall and does hereby agree to indemnify , save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or

liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent,

without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

15. The CITY shall make payments on account of the Agreement as follows:

within 30 days after receipt of invoice, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SOUTH PORTLAND, MAINE

BY: _____

Witness

BY: _____

James H. Gailey
City Manager

CONTRACTOR

BY: _____

Witness

BY: _____