

## NOTICE TO TREE CARE PROFESSIONALS

City of Marion ("Marion") invites your company ("Vendor") to submit a bid ("Proposal") for the contractual tree care and service of public trees in the Marion community. The "Tree Care and Service Specification" document and "Form of Proposal" may be obtained on the City of Marion website [www.cityofmarion.org](http://www.cityofmarion.org), or at the Marion Parks and Recreation Department, Thomas Park facility. Vendors shall submit a proposal after review of the specification document and according to instructions in this Request for Proposals ("RFP").

### 1. Schedule (Dates and times subject to change at Marion's discretion)

Opening for Proposals	3/10/2023
Proposals DUE to City of Marion	3/31/2023
Notification of Vendor Selection	4/14/2023

### 2. Proposal Submissions

Proposals shall be submitted electronically by email or hardcopy in sealed envelopes and include a signed and completed "Form of Proposal". Submittals must be received by 4:00 PM CENTRAL TIME on Friday March 31, 2023. The envelope should clearly identify the Vendor submitting the Proposal and should be marked "Proposal for Tree Care and Service." Late Proposals will not be considered. For evaluation purposes, all terms of the Proposal shall be held firm for a period of 60 days. Submitted Proposals become property of Marion and should be emailed or delivered to:

Thomas Park Administration and Operations Facility  
Attn: Mike Cimprich  
343 Marion Blvd  
Marion, Iowa 52302

--OR--

[Mcimprich@cityofmarion.org](mailto:Mcimprich@cityofmarion.org)

The sealed Proposals shall not be opened prior to 4:00 PM CENTRAL TIME on March 31, 2023 and will be opened by an authorized City of Marion representative only and not in the presence of Vendors, or individuals not employed by Marion. Vendor may withdraw its Proposal by submitting a written or faxed notice.

Marion reserves the right to withdraw or amend this RFP at any time when, in the sole discretion of Marion, such action is in the best interests of Marion. Marion

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

further reserves the right to waive irregularities and informalities in a proposal received or in the bidding process, to accept other than the lowest cost Proposal(s) and to reject any or all Proposals.

### 3. Objective

City of Marion manages a robust urban forest of approximately 4,000 inventoried public trees and as many as two-times that number of naturally occurring trees in greenspaces and city owned properties. To best manage the tree population, Marion seeks to contract services from an independent contractor to address any and all arboricultural operations related to tree care including, but not limited to aerial lift and climbing accessibility, tree trimming, tree removal, tree falling, brush clearing and grubbing, stump removal, crane operations, tree material disposal, plant health care (PHC), guying, cabling, tree condition and risk assessment, hazard abatement and emergency response operations, etc.

### 4. Contract Timeline

This is a one-year service agreement with an annual review and renewal option, providing mutual agreement of terms and conditions by Marion and Vendor will continue until terminated by either party upon 30 days written notice to the other party.

This agreement shall begin April 14, 2023 and will automatically renew annually if neither party has given the other party notice of a non-renewal by March 1st of the following year. All work performed by the Vendor for Marion shall be covered by this Agreement until such time as it has been terminated.

### 5. Negotiation and Clarification

It is the Vendor's responsibility to seek clarification of any ambiguities or other issues regarding this RFP that are not fully understood. Marion may respond orally to questions about minor matters that affect only the inquirer. Responses to questions that may affect vendors other than, or in addition to, the inquirer will be in writing and distributed to all Vendors.

Marion reserves the right to award a contract based on the initial Proposal(s) received, without engaging in discussions or negotiations with Vendor(s). Accordingly, Vendor should submit its initial offer on the most favorable terms possible to Marion. Marion may, but is not obligated to, seek clarification of a Proposal. Marion may, but is not obligated to, conduct negotiations with one or more Vendors whose Proposals are competitive or may best meet the needs of Marion.

Questions or additional information can be sent to [Mcimprich@cityofmarion.org](mailto:Mcimprich@cityofmarion.org) or to 319-447-3580

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

#### 6. **Proposal Content**

Vendor shall thoroughly examine the requirements, standards, instructions, and all information outlined within the "Tree Care and Service Specification" document and shall possess the technical capabilities, equipment, financial resources, and personnel necessary to provide the requested goods and services. Marion does not intend to limit the content within a Vendor Proposal. Additional information deemed pertinent may be included. However, Marion reserves the right to exclude such information from consideration in evaluating Proposals.

Information contained in the Proposal may be disclosed in accordance with Marion's policy on disclosure of information. Vendor is requested to label and identify specifically any information contained in its Proposal that it considers **confidential and/or proprietary** and for which it requests confidential treatment. By submitting its Proposal to Marion, Vendor agrees to accept Marion's determination of confidentiality and acknowledges that material for which confidential treatment is not granted may be disclosed after the award has been announced.

#### 7. **Vendor Information**

As part of the proposal, it is requested that each Vendor provide the following details of their professional operations:

- a. A brief description of its business experience and capabilities.
- b. A list of equipment that will be utilized to complete contract work. See *Form of Proposal*.
- c. A staff outline of current employees, job titles and responsibilities related to contract work. See *Form of Proposal*.
- d. A brief list of specialized services the Vendor may provide. See *Form of Proposal*.

Vendor must provide a minimum of **three** references, consisting of current clients that have purchased similar goods and services from Vendor. Provide name, address and phone number of each contact along with a description of the work completed for each.

#### 8. **Mandatory Requirements**

Prior to award of contract, selected Vendor must provide and validate the following:

- a. Vendor shall carry the following insurance coverage minimums:
  - i. Comprehensive general liability insurance with minimum liability limits of \$1,000,000.00/\$2,000,000.00
  - ii. Auto liability limit of \$1,000,000.00
  - iii. Pollution liability of \$100,000.00 per occurrence
  - iv. Worker's compensation as required by law
- b. Vendor shall name Marion as an additional insured on the policies.
- c. Proof of insurance shall be provided to Marion at the time of or prior to the signature and completion of the Agreement Form

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

d. Vendor shall complete a signed Hold Harmless Agreement for the City of Marion

#### 9. **Desirable Features**

There are a variety of factors to be taken into consideration as part of the proposal evaluation that are not listed as mandatory requirements but demonstrate a Vendor's professional abilities and Best Management Practices (BMP's). Marion will evaluate desirable features as a potential advantage for any Vendor who maintains the following practices, qualifications and business traits, etc.:

- e. Good communication
- f. Developed work management systems
- g. History of public service
- h. Knowledge of current OSHA/ANSI safety standards and requirements
- i. Safe work ethic and mindset
- j. Positive work history experience
- k. International Society of Arboriculture (ISA) Certified Arborist, or other accredited members on staff
- l. Tree Care Industry (TCI) certified members on staff
- m. Regular Staff training and development programs
- n. Long-term employee retention
- o. Clean work practices
- p. Reliable equipment

#### 10. **Selection Criteria**

A responsible vendor is one who in the opinion of Marion possesses the skill, ability, integrity, financial and other resources necessary for the faithful execution of scope of work. Proposals from responsible vendors will be evaluated on the following criteria:

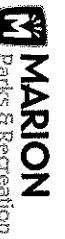
- a. Ability to meet mandatory requirements
- b. Price of Proposal
- c. Timeline (scheduling, efficiency and completion of work)
- d. Experience, reputation, organization, skills and overall qualifications
- e. Desirable Features
- f. Completeness of the proposal
- g. Proximity of Vendor's business to Marion

These factors will be weighed in any manner deemed appropriate by Marion and the contract will be awarded to the Vendor whose proposal is in the best interest of Marion.

#### 11. **Limitation of Marion's Liability for this RFP**

Issuance of this RFP and any actions taken hereunder shall not create a duty on the part of Marion to pay any costs incurred by Vendor in connection with, or resulting from, this RFP. This includes, but is not limited to, the preparation or submission of Proposals, or responses to inquiries from Marion related to this RFP or Vendor's

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org



Proposal, or anticipation of a contract or otherwise with respect to this RFP or Vendor's Proposal.

### 12. Agreement Terms and Conditions

The terms of the final written agreement executed between Marion and the successful Vendor will be drawn principally from this RFP, the "Tree Service Specification", terms and conditions set forth in the Vendor's Proposal and accepted by Marion, and any other conditions, responsibilities, and specifications provided by Marion. The acceptance of any Proposal is conditioned upon the negotiation of a mutually acceptable agreement. If an acceptable agreement is not reached within thirty (30) days of Vendor selection, Marion reserves the right to disqualify the Vendor and reevaluate the remaining Proposals.

### TREE CARE AND SERVICE SPECIFICATION

The following specifications have been developed by the City of Marion Parks and Recreation Department and Urban Forestry Division as a standard for regulation and guidance to any Vendor who may perform arboricultural operations and maintenance on public trees under contract within the Marion Community.

Standard work assigned will consist of a variety of arboricultural practices. The information within this document is the expectation for performance and may reference other supplementary documents and standards such as Marion Code of Ordinances, OSHA standards and regulations, ANSI Z133 Safety Requirements and other Industry Best Management Practices (BMP's). It is the responsibility of the Vendor to acquire or reference information from any documents outside of this one pertaining to work performance.

Any questions or concerns may be directed to the City Arborist by phone at 319-447-3580 or by email [McImpich@cityofmarion.org](mailto:McImpich@cityofmarion.org).

### SECTION ONE: GENERAL WORK CONDITIONS

#### 1. Contract period

This is a one-year service agreement with an annual review and renewal option, providing mutual agreement of terms and conditions by Marion and Vendor will continue until terminated by either party upon 30 days written notice to the other party.

#### 2. Property damage liability

Vendor shall assume full responsibility for the protection of all public and private property. Any damage to fencing, sidewalks, curbs, gutters, street pavement sewers, structures, utilities, and lawns shall be repaired with like materials at the Vendor's expense. The Vendor shall be held responsible for all accidents to persons or property through any negligence of the Vendor or its employees, subcontractors, or agents.

Vendor shall resolve any and all concerns relating to damage within a timely manner. If concerns remain unresolved exceeding 30 calendar days of the occurrence Marion may move to resolve the issue by other means. Any additional costs incurred shall be substituted from a coinciding or following invoice for billing owed to the Vendor.

#### 3. Insurance claims

In the event of any legal action or suit in equity is brought against Marion, or any of its agents, or funding agencies alleging the failure, omission, or neglect of the Vendor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for injury or damage caused by the negligence or alleged

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

Marion Parks & Recreation  
Thomas Park, 343 Marion Boulevard, Marion, Iowa 52302  
Lowe Park, 4500 10<sup>th</sup> Street, Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

negligence of the Vendor or its subcontractors or employees or agents, the Vendor shall indemnify, defend, and hold harmless Marion, and its officers, agents, or funding agencies of and from losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

#### 4. **Mandatory notification**

A Vendor shall submit written report of all incidents, accidents or injuries that occur during the performance of contract work within 24 hours of the occurrence to the Marion City Arborist or another representative. This includes any Vendor property and personnel, public or private property, City infrastructure and any persons involved regardless of their status.

#### 5. **Nature of work**

To best manage the community tree population, Marion does regular assessments of the inventoried canopy to prioritize and schedule proactive maintenance. Incoming public concerns are also inspected as they arise and make up a majority of scheduled contract work.

Typical work assignments will consist of standard tree trimming and removal operations but will not exclude any and all arboricultural operations related to tree care including aerial lift and climbing accessibility, tree trimming, utility clearance, tree removal, tree falling, brush clearing and grubbing, stump removal, backfilling and turf restoration, green material disposal, plant health care (PHC), guying, cabling, tree condition and risk assessment, hazard abatement and emergency response operations, etc.

#### 6. **Work assignment**

Work Orders will consist of all information necessary for the Vendor to locate the assigned jobsite, any particular trees on the property included within that work detail, and detailed instructions of what the scheduled work is for each or all of the trees involved with that work order. Items included are as follows:

- a. Work order date
- b. Work order number
- c. Priority
- d. Diameter at Breast Height (DBH) range
- e. Species type 1 & 2
- f. Site Address
- g. Location at site
- h. Tree tag number
- i. Work assignment detail

Work orders will be assigned for completion in the digital PDF format that is populated by the city software. Changes and adjustments to that format can be reviewed by the City Arborist and approved if viable for more efficient work performance. Work Orders are

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

assigned on an ongoing basis throughout the fiscal year (July 1-June 30) with reference to the available Urban Forest Utility budget each fiscal cycle.

Work Orders are expected to be completed within 30 days of assignment date unless noted or previously communicated with the City Arborist. Completion includes all levels of work related to each specific work order including submittal of an invoice.

#### 7. **Hours of work**

No contractual work activity shall commence before 7:00 a.m. CST and all activity shall end by 6:00p.m. CST. No contractual work shall be performed on Sundays and observed holidays. Exception of working hours shall be given for emergency work. Emergency work can and shall be performed 24 hours a day.

All work assignments shall be planned so that work activity is completed within a single working day as possible. If work on an individual assignment will surpass a single day's time, it shall be communicated to the City Arborist for approval prior to work beginning.

#### 8. **Work inspection**

All work issued shall be reviewed and inspected to the satisfaction of the City Arborist or another designated city representative upon report of completion or receipt of billing from the contractor. If upon inspection the work is found to be unsatisfactory, the work shall be corrected at the Vendor's expense, within 10 days from the date of notice. If the Vendor fails to perform any of the provisions within this agreement Marion after 3 days written notice to the Vendor may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to Vendor. Marion may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any application for payment to the extent necessary to protect Marion from loss on account of:

- a. Incomplete work or defective work not remedied
- b. A reasonable doubt that the work can be completed for the balance of the Contract price then unpaid
- c. Damage to Marion, or private property.
- d. A breach of this Contract

#### 9. **Work "Stop Order"**

At any time during active work under this contract, any irresponsible, hazardous, unsafe or unapproved work activities being conducted or during inadvisable conditions as determined by the City Arborist or a designated representative shall be immediately discontinued by the Vendor. Pending severity, work may continue with approval from the City Arborist once discussion has been held regarding the unsanctioned activity. In the circumstance of extreme measures or a breach of contract, Vendor may be directed to disregard the work order at that time and will only receive payment for the percentage

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

of work completed. In this instance additional review may be necessary and will be investigated.

## SECTION TWO: WORK OPERATIONS

### 1. Tree marking and tagging

Trees designated for work shall be marked by the City Arborist. Marking or tagging will consist of a numbered white cattle ear-tag that will be nailed onto the tree trunk at approximately 6 to 8 feet in height facing the street. Before beginning work the Vendor shall verify that the information on the work order corresponds with the location and site details. Specific items to verify are the parcel address including house number and street, the tree tag number, the tagged tree species, and number of trees to be addressed in the work detail. Most often one tag is used per parcel property and if more than one tree requires work, it is described in the work detail on the work order. Occasionally more than one tag may be used at one parcel property, in this case the work order should correspond both tag numbers. All tags shall be returned to the City for redistribution.

### 2. Supervision of work and crew

The Vendor shall provide an adequate and competent supervisor or crew foreman (ISA Certified Arborist preferred) and they shall continually be on the site while work is in progress. The Vendor shall employ only skilled workers that are competent to perform the work assigned to them. Workers shall be immediately removed from the work site at the request of the City Arborist, if they are found to be in violation of the following:

- a. Display of inappropriate work attire
- b. Use of abusive or foul language
- c. Threatening the public or city employees
- d. Acting in a disorderly or incompetent manner
- e. Under the influence of any drugs, alcohol or unprescribed substances
- f. Violating any terms or conditions of the *Tree Care and Service Specifications*

Each crew should have a minimum of one experienced equipment operator as well as one additional ground crew member. All crew members should have a basic knowledge of tree work and general ground operations. A crew of three individuals total is preferred but a minimum of two is allowed for standard right-of-way operations.

### 3. Tools, gear, equipment

The Vendor will utilize appropriate gear, equipment and tools for the work assigned. The equipment should include an aerial lift bucket truck, chipper and material truck or trailer. Heavy equipment may be necessary at times for loading large material such as a grapple loader and access to a crane may be required for certain work removals. All hand tools for site cleanup and the removal of tree debris will be required of the Vendor, this includes rakes, brooms, shovels, scoops, blowers and other items.

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

All tools, gear and equipment shall be in acceptable working condition. Fluid leaks, spotting or pooling on hard surfaces during work activity are unacceptable and it will be the responsibility of the Vendor to clean up any such concerns at the vendor's cost using an oil-dry product thoroughly after equipment is removed from the site.

### 4. Worksite conditions and cleanup

Contract work shall require the removal of all tree trunks, branches, limbs, twigs, bark, leaves, sawdust and wood chips from the work site. The work site must be thoroughly cleaned up including raking before the site is considered finished. All ruts, divots and depressions caused by the removal of the trees shall be filled to the adjacent grade level with an approved soil before leaving the work site.

No sidewalks, driveways or streets may be left obstructed overnight by limbs, debris or other materials or barricades. No portion of the tree may be cut or partially cut and left unattended or stored in the Street right of way overnight. Firewood left at the request of the property owner shall be first approved by the City Arborist and then placed on the private property owner's side of the sidewalk.

### 5. Disposal of work materials

The Vendor shall be responsible for the removal and disposal of all materials produced as part of the contract operations including tree trunk portions, branches, limbs, twigs, trimmings, leaves, saw and chip dust and soil and chip debris from stump removals. The disposal site(s) shall be approved by the City Arborist and fall within all state guidelines and requirements for waste wood materials transportation and disposal.

In an effort to reduce the cost of contract work and the amount of wood material waste from assigned work, the third-party contractor will be allowed to dump materials at a designated site on city property. All materials will become the property of the City of Marion once they have been mobilized to the designated site. Only materials produced during the operations of city assigned work will be accepted at this site and only as they meet the following requirements.

#### **Salvageable logs:**

Logs considered salvageable will consist of trunk and branch wood greater than 16" in diameter at both cut ends and a length between eight to ten feet. Logs must be solid throughout, without hollows or voids and have limited small branch inclusions. Logs with splitting or cracking or major branch junctions with multiple stems originating from one point will not be accepted as salvageable logs. Softwoods will not be accepted as salvageable logs.

#### **Hardwood materials:**

Smaller sections of trunk and branch wood that do not qualify as logs or cuttings that may have unique characteristics due to urban development, the formation of branch

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

junctions, wood decay and rot or other various factors may be accepted for reutilization.

#### **Clean Chip Debris:**

Chip debris considered suitable for re-use as a mulch product will be accepted for reutilization. Chip debris must be 1" square and comprised of a majority of hardwood material free of excessive leaf material and completely devoid of any foreign soil and nonorganic trash and refuse. The chip should be produced by a brush chipper with sharp cutting knives and provide a clean, whole wood chip rather than a shredded or small particulate wood shaving or dust.

Dumping materials must be reported to the City Arborist and will only be allowed at the city site during regular business hours, Monday through Friday from 7:00am until 3:30pm with the exception of observed holidays. The authority to hold or cease contractor dumping and require another form of disposal pertaining to any materials at any time will be the discretion of the City Arborist or other Parks and Recreation personnel. The above material storage quantities will be monitored at the dumpsite and will not be allowed to overflow.

#### **6. Worksite organization**

All work orders will require a variety of operations setups and should include a jobsite briefing at each new location that involves all crew members. The purpose of this briefing is to open clear communication of the scope of work, the procedure to achieve the scope of work, discussion of individual duties onsite, traffic control and drop zone setup, potential hazards to avoid and possible challenges that may arise given the particular site conditions. This opportunity gives all crew members the information to promote successful completion and an efficient work pace.

#### **SECTION THREE: WORK SCOPE**

#### **1. Material manipulation**

Due to a majority of work being conducted in limited spaces within the streetside right-of-way certain practices may be necessary at times to reduce the potential for free falling material and uncontrolled heavy collision with ground surfaces. It is the expectation that the contractor shall be experienced with all means of material control and industry rigging practices so that certain materials remain controlled during travel to the ground. This may be accomplished by the use of aerial rigging, anchors, ropes, friction devices and other industry tools. Under certain conditions the use of a crane may be necessary to lift materials as they are cut away from a standing tree in order to preserve a delicate site, structure or other targets below.

#### **2. Tree "Topping"**

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

The Contractor shall not use the practice of "topping" trees. All trees shall be "limbed out" prior to the final cutting of the trunk. It shall be the responsibility of the Contractor to protect sidewalks, streets, curbs, manhole structures, etc. from falling limbs by utilizing proper "cribbing", rigging or other professional practices.

#### **3. Tree trimming**

Trimming will account for a minority of work issued. Assigned trees will be trimmed for the purpose of removing dead wood two inches in diameter and larger to remove broken or hanging limbs; to raise the height of limbs and branching above sidewalks to seven (10) feet; to raise the height of limbs and branching above streets to a minimum of fourteen (14) feet and to a maximum of thirty (30) feet; to remove sole branches in the right-of-way left by overhead utility companies; to clear around street light poles in a five (5) foot radius and address any other needs of the city. Material removed during this activity shall be chipped if applicable and/or loaded and hauled from the site during the same working day. Site cleanup will follow the written description within this specification for all work.

#### **4. Tree removals**

Removals will account for a majority of work issued. Assigned removals will be removed for the purpose of maintaining public safety and eliminating hazards and potential failures. Common causes of removal will include mortality, decline, disease, severe conflict with infrastructure, severe conflict with clearance, violation of ordinance, canopy imbalance, unapproved species or planting site, continual public nuisance, storm damage, significant exposed heartwood, compromised structural integrity, etc. Material removed during this activity shall be chipped if applicable and/or loaded and hauled from the site during the same working day. Site cleanup will follow the written description within this specification for all work.

#### **5. Stump removals**

It is the expectation that stump removal be included as part of all "removal" work orders issued. If an exception is to be made it will be identified in the scope of work for that work order specifically.

Underground utility locates shall be requested no less than 48 hours prior to any digging, excavation or groundbreaking by a City contractor. Any flush cutting necessary to lower the stump prior to removal shall be considered part of the overall removal procedure.

All stump removals shall consist of grinding the tree stump to a minimum of fifteen (15) inches below the original surface grade, removing the debris, backfilling the hole and applying approved seeding. All woody stump material and roots visible at the surface are expected to be removed from the right-of-way within the property including roots running radially away from where the stump originates. Any stump or root material within six (6) inches of a hardscaped surface such as street, sidewalk or curb shall be

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

excused from removal to eliminate likelihood of damage to public or private infrastructure. Suckering or resprouting from the original stump or roots following completion shall require contractor follow-up at no additional cost to the City.

Cleaning the site during all phases of the removal process will be monitored closely and at no time will debris be left unattended on any sidewalk, driveway, curb or any traveled portion of the adjacent roadway. If a void remains unfilled or material debris must remain within the right-of-way longer than one working day, it shall be marked with cones to identify a hazard until staff return to complete the work and cleanup.

Backfilling and leveling shall be done with a quality topsoil free of any aggregate or large organic material. Soil finish shall be firmly ramped and left three (3) inches above grade to account for future settling. Seed mix for seeding shall be approved by the City and applied at the rate recommended per the manufacturer's label. Any additional damage to turf during removal procedure shall be repaired by the contractor during backfilling and seeding.

#### 6. **Nuisance Abatement**

Occasionally Marion may assign work pertaining to private property tree concerns in order to abate a nuisance on private property. This may include all scopes of work listed above. Billing will be processed and paid as usual by the city upon completion of inspection. It is the authority of the City to mitigate potential public hazards on private property following proper notice and deadline of allotted time for the owner to meet such communicated requirements. The City Arborist will assign the work with special notes and be onsite when the work is scheduled to communicate with the private owner. Any concerns directed to the contractor should be immediately forwarded to the City Arborist for consideration.

#### 7. **Emergency response work**

In the event that the City is involved in severe weather conditions or a severe storm event that results in large scale tree damage the contractor shall be available for 24 hour a day emergency tree service. The contractor shall provide an emergency contact phone number to the City, and it will be expected of the contractor to dedicate reasonable time to address concerns and work issued by the City Arborist or other City representatives regardless of other private work commitments. A special rate of payment for operators will be agreed upon by both parties and strict tracking and recording of this work detail shall be required. Any work assignments issued as "Emergency Response" status will be communicated clearly and directed by the City Arborist or another Parks and Recreation representative.

### SECTION FOUR: SAFETY OPERATIONS

#### 1. **OSHA and ANSLI compliance**

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org

The Contractor shall comply with all regulations of the Occupational Safety and Health Administration (OSHA), ANSLI Z133 Safety Requirements and hold the City of Marion and its representative harmless from all actions resulting from the Contractor's failure to comply with said regulations orders and citations. The contractor shall be responsible for providing a safe working environment for employees and shall maintain workers compensation insurance as required by Iowa statutes.

#### 2. **Overhead utilities**

The Contractor shall protect all overhead utilities from damage and follow all safety precautions and procedures required when working near power and communications lines such as electric, fiber optic, telephone, and cable television. The Contractor shall immediately contact the appropriate utility if damage occurs. The Contractor shall make arrangements with the utility owner to schedule service shutdowns, line drops, make safe clearance for the removal of limbs and branches and other work scheduling when necessary. The Contractor shall be responsible for costs to repair utility lines damaged during tree trimming or removal activities.

#### 3. **Minimum Approach Distances (MAD)**

The contractor and all employees shall be aware of the minimum approach distance (MAD) to be maintained from all overhead utilities that may potentially conduct an electrical current and exhibit a hazard or risk to those working nearby. Electrical Hazard Awareness training is preferred but will only be required if the contractor employs a "qualified line clearance" individual who will be working within the minimum approach distance from overhead utilities. Proof of this qualification must be presented to the City prior to work activity.

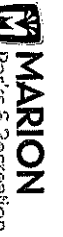
#### 4. **Traffic control and delineation**

Traffic on all streets shall be carried through active tree maintenance operations whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City Arborist. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period.

All streets, roads, highway and other public thoroughfares which are closed to traffic, under the authority of a proper permit, shall be protected by means of effective barricades and warning signs. The Contractor shall provide and will be required to place signs and barricade the work area in accordance with the Manual of Uniform Traffic Control Devices (MUTCD). Obstructed sidewalks shall have barricades placed at the nearest block corners and two additional barricades placed at the boundaries of the drop zone at the work location.

No Parking Signs: When necessary for the purpose of right-of-way tree maintenance the Contractor shall post no parking signage as necessary. "No Parking" signs must be displayed 24 hours prior to enforcement. The Contractor shall be responsible for the

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org



placement and removal of signs upon completion of work in the posted area. When required for specific circumstances the Contractor shall contact the City Arborist to obtain the appropriate signage from the City. The Contractor shall return signs to the City within 12 hours from completion of work.

**5. Road closures**

Streets may be closed for short periods of time under authority of the proper permit issued by the City or Authority having jurisdiction. Following permit completion and approval, the proper notification to the City Police, Fire and Engineering Departments shall be given by the Contractor before closing any public thoroughfare. No road closure may extend beyond 12 hours.

**SECTION FIVE: BILLING AND PAYMENT**

**1. Work completion**

Once a work order is complete and all site conditions have been addressed according to the scope of work per that job detail, the contractor may notify the City Arborist by submitting an invoice for the billing of that work. Invoices may be submitted Monday through Friday between 7:00am and 4:00pm at the Thomas Park Administration and Operations Facility, 343 Marion Boulevard, Marion, Iowa 52302 or by electronic email anytime @ [Mcimpich@cityofmarion.org](mailto:Mcimpich@cityofmarion.org). Once an invoice has been received the City Arborist will schedule time to inspect work for completion and approve the invoice for processing.

**2. Invoices and billing**

Invoices may be submitted as necessary for outstanding work. All invoices should be identified with a unique invoice number and a total due for service. Invoices may contain up to six (6) work orders and should include the following itemized details for each work order:

- a) Work order number
- b) Address
- c) Tree tag number
- d) Service description (ex: trim, removal, stump removal)
- e) Date completed
- f) Cost of work per order

**3. Payment**

Payments for work performed will be made after billing is processed and approved at the next scheduled City Council meeting. This process can take approximately two to four weeks after the original invoice for payment is made, depending on the day it is received.

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

**TREE CARE AND SERVICE - FORM OF PROPOSAL**

The undersigned bidder, having examined and determined the scope of the contract documents, hereby proposes to provide the required labor, services, materials, and equipment to perform the work as described in the contract documents.

<b>Cost Per Inch Diameter at Breast Height (DBH) Tree Removal:</b>	
0"-6"	\$ _____
7"-12"	\$ _____
13"-18"	\$ _____
19"-24"	\$ _____
25"-30"	\$ _____
31"-36"	\$ _____
37"-42"	\$ _____
43"-50"	\$ _____

**Operational Cost Per Hour (includes staffing, equipment, hauling, disposal, etc.):**

General Tree Trimming:	\$ _____
General Tree Removal:	\$ _____
General Stump Removal:	\$ _____
Emergency Tree Removal:	\$ _____

The undersigned states that this proposal is made in conformity with the contract document and agrees that in the event of any discrepancies or differences between conditions of this proposal and the Contract Document prepared by the City of Marion, Iowa, Parks and Recreation Department, the provisions of the latter shall prevail.

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Marion Parks & Recreation  
Thomas Park, 343 Marion Boulevard, Marion, Iowa 52302  
Lowe Park, 4500 10<sup>th</sup> Street, Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)





**Equipment and Labor for Contract:**

The Vendor shall list all Equipment, labor and services defined by the categories below at their disposal for the completion of assigned City work. Any special skills, trades or experience may also be listed for consideration of this bid. The items to be declared shall be under ownership and in the possession of the Contractor at the time of this bid proposal. Do not include any equipment, labor or services that would be performed by a subcontractor or secondary agreement other than the Contractor proposing this bid. Please provide these items listed on a separate sheet with this form of proposal.

**1. Equipment**

- a. Year build
- b. Brand and Model
- c. Mileage/Hours
- d. CDL (Yes/No)
- e. Description of use: bucket truck, chip truck, stump grinder, mini-loader, etc.

**2. Labor**

- a. Number of full-time staff and job title
- b. Number of part-time staff and job title
- c. Examples: climber, cutter, equipment operator, grounds person, driver, etc.
- d. Identify any special training, qualifications or certifications your team may have

**3. Tree Services Provided (examples) – list all that apply**

- a. Trimming
- b. Removal
- c. Stump grinding
- d. Storm damage response
- e. Crane work
- f. Tight space accessibility
- g. Disease and pest diagnosis
- h. Plant Health Care (PHC)
- i. Consulting
- j. Tree Risk Assessment
- k. Tree planting/Landscaping
- l. Holiday decor installation (tree lighting)
- m. Other

Marion Parks & Recreation  
343 Marion Boulevard  
Marion, Iowa 52302  
www.cityofmarion.org