### CITY OF ALTOONA, WISCONSIN

# THE CITY of Altoona

### **REQUEST FOR PROPOSALS**

### **FOR**

### RIVER PRAIRIE TREE REPLACEMENT

### PROCUREMENT NO. ADM2021-01

**Submission Deadline:** 

October 12, 2021 – 2:00 p.m. CT

## REQUEST FOR PROPOSALS (RFP) FOR RIVER PRAIRIE TREE REPLACEMENT

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## REQUEST FOR PROPOSALS (RFP) FOR RIVER PRAIRIE TREE REPLACEMENT

### Section 1 – Introduction & Background

The City of Altoona is seeking the services of an experienced and qualified firm or company, hereinafter referred to as the "Proposer" or "Contractor," to remove and replace trees in River Prairie Park and to retrofit the irrigation for the replaced trees within the north and south plazas of River Prairie Park. The estimated number of replacement trees within the park is approximately 35 with approximately 22 within the plaza area; the trees have been marked with surveying tape.

### Section 2 – Instruction to Contractors

### A. Examination of the Request for Proposals

It is the responsibility of the Contractor to carefully read the entire Request for Proposals (RFP) which contains provisions applicable to successful completion and submission of a proposal. If any ambiguity, inconsistencies or errors are discovered in the RFP, the City Engineer must be notified in writing. Only interpretations or correction of the RFP made in writing through addenda by the City Engineer will be considered binding on the Contractor. The RFP consists of all documents identified in the Table of Contents.

### **B.** Site Examination

Site visits are allowed and preferred during the RFP process. Please contact Mike Golat, City Administrator, at 715-839-6092 regarding questions or to schedule a visit. It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a RFP means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

### C. Additional Information / Addenda

Requests for additional information or clarification must be made in writing by email. Requests should contain the <u>Contractor's name</u>, <u>address</u>, phone number, and e-mail address. E-mail should be addressed to <u>davidw@ci.altoona.wi.us</u>.

The City will issue responses to inquiries and any other corrections or amendments in written addenda issued prior to the Proposal due date. Contractors should not rely on any representations, statements or explanations other than those made in this RFP or addenda

issued subsequent to the issuance of this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addenda issued will prevail.

It is the Contractor's responsibility to assure receipt of all addenda. The Contractor should verify with the City, prior to submitting a proposal, that all addenda have been received. Contractors are required to acknowledge the number of the addenda received as part of their proposal.

### D. Modified Proposals

A Contractor may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal due date. The Evaluation Committee will only consider the latest version of the proposal as part of its deliberations.

### E. RFP Postponement or Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP and to award a contract in the best interest of the City of Altoona. The City may also, at its sole and absolute discretion, award all or a part of the work to any of the proposers.

### F. Proposal Preparation Costs

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Contractor(s). No payment will be made for any responses received, nor for any other effort required of or made by the Contractor(s) prior to the award of a contract.

### G. Selection Process and Interviews

The City will review submitted proposals to determine whether candidates are qualified. The City reserves the right to schedule interviews if deemed necessary.

### H. Proposals Not Confidential

Any information submitted as part of a proposal shall not be considered confidential. No proposal information or selection process information will be released until a final recommendation has been prepared by the City or the process is terminated. Prior to that time, only a list of the Contractors will be made public.

### I. Rules, Regulations and Licensing Requirements

All Contractors shall comply with all laws, ordinances and regulations applicable to the services contemplated by the RFP. Contractors are presumed to be familiar with all Federal, State, and Local laws, ordinances, codes, and regulations that may affect the services to be offered.

### J. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a proposal as non-responsive.

### K. Litigation

The contract resulting from this RFP shall be constructed in accordance with the laws of the State of Wisconsin. Any litigation between the parities arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Western District of Wisconsin.

#### L. Termination for Cause

If the Contractor fails to fulfill any of the obligations under the contract resulting from this RFP in a timely manner, or otherwise violates any of the covenants, agreements or stipulations material to the contract, the City shall thereupon have the right to immediately terminate the contract by giving written notice to the Contractor of such termination.

### Section 3 – Scope of Services: Replacement of trees located in the north and south plazas of River Prairie Park.

The intent of this section of the Request for Proposals (RFP) is to obtain professional services from qualified firms for removing and replacing trees within River Prairie Park and for retrofitting the existing drip irrigation around the trees in as necessary by replacing the drip irrigation with a spray head or maintaining the drip irrigation. All the trees within the plaza area (approximately 22 will require retrofitting of the irrigation system from drip to a spray head).

### A. Description of Facilities

River Prairie Park includes two large plaza areas adjacent to Front Porch Place that are hardscaped with pervious pavers. Within the plaza areas, there are several trees planted in "wells" integral to the pervious pavers or in limestone screenings. The trees were planted within the past five years and their survival rate is very poor. The trees are irrigated with drip irrigation that runs concentrically around the trees. The City desires to replace the trees that are in poor shape (approximately 22) and replace the drip irrigation with a spray head capable of providing sufficient water to the trees.

In addition, there are approximately 15 additional trees in the park that the City wishes to replace. The irrigation system for those trees will be maintained as is.

### **B.** General Requirements

The City is seeking proposals from professional arborists or landscape professionals to complete the following work:

### a) Get all utility locates as required.

### b) Remove all trees as directed by the City (approximately 35)

Contractor will be responsible for removing all trees as directed by City. Contractor will need to take care to disconnect, or otherwise work around the existing sprinkler system around each tree to prevent damage to the system. Contractor will be responsible for disposal of removed trees.

### c) Replace removed trees with a variety of tree species expected to thrive in a hardscaped environment.

Contractor will be responsible for replanting new trees where the trees were removed with species expected to thrive in the hardscape environment. Trees are to be planted using best management practices for planting trees in hardscape environments.

### d) Reconnect sprinkler system and add a spray head capable of providing the tree with sufficient, but not too much, water in order to keep the tree healthy.

Contractor will be required to reconnect the sprinkler system for those trees not located in the north or south plazas, and to add an above ground spray nozzle with the proper specifications expected to provide the prescribed amount of water to the trees in the north and south plazas.

### e) Return the work area to pre-work condition.

Contractor will be responsible for cleaning the work area and returning it to its pre-work condition.

### f) Provide a five-year replacement warranty for the trees.

If any of the trees fail to thrive and become unhealthy or die within five years of planting, Contractor will replace those trees at no charge to the city and extend the five-year warranty to the newly planted trees, such warranty to begin on the date the trees are planted.

### Section 4 – Proposal Format

Proposals should be word processed in clear, concise 8.5" by 11" page format. Proposals should not include unnecessary promotional materials. A high resolution .pdf format application package shall be emailed to <a href="mailto:davidw@ci.altoona.wi.us">davidw@ci.altoona.wi.us</a> or submitted via US mail or in person, as described in number 9 below, by the deadline.

The maximum length of a proposal is 3 pages. Content beyond this may be excluded from review.

The Proposal must contain, or reflect, the following items:

- 1. Name, address, phone number, email address, and web site (if you have one).
- 2. List a minimum of three references for similar work.
- 3. Project timeline/schedule.
- 4. Narrative description of planting methodology (may include illustration) and why the proposed methodology will allow trees to thrive in hardscaped environment. Please include proposed sprinkler head installation description or drawing.
- 5. List of tree species to be planted.
- 6. Confirmation of five-year warranty.

- 7. A lump sum cost per tree to include removal, disposal, replacement and irrigation work, assuming that approximately 35 trees will be planted, but more may be requested at the City's discretion. The City is a tax- exempt entity.
- 8. All proposals may be submitted in one envelope, container or binder, which on its face bears the Contractor's name. Proposals are due by 2:00 p.m. Central Time on October 12, 2021.

### If mailed or hand-delivered, each proposal must be addressed to:

Director of Public Works/City Engineer CITY OF ALTOONA
1303 Lynn Avenue
Altoona, WI 54720

Alternatively, high resolution, color .pdf format proposals may be delivered via email to davidw@ci.altoona.wi.us by the deadline.

- 9. The Proposal must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the Proposer.
- 10. The submittal of a Proposal will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices. The proposal and price quotations shall be good for a minimum of 90 days from the bid opening date.

### Section 5 – Evaluation of Proposals

The City of Altoona may evaluate the proposals giving consideration to, but not limited to, the following criteria:

- 1. Cost of Services.
- 2. Demonstrated experience completing similar work.
- 3. Demonstrated expertise in assuring tree survival in hardscaped settings.

A committee of individuals representing the City of Altoona will meet to evaluate and discuss the merits of the proposals. The selection committee will rank proposals that they feel best meets the criteria stated in the RFP. The City will enter into contract negotiations with the successful Contractor to complete the described work.

### **Section 6 – Selection Process**

Following review of the submitted proposals, the City will determine the Contractor most qualified for the project. The tentative schedule for evaluation of the proposals is planned:

RFP Released	October 5	
Proposals Due	October 12	
Review and Ranking by Staff	October 13	
City Council Award Contract	October 14	
Firm Notified/Contract development	October 15	
Final Completion	November 15	

The City reserves the right to award a contract to the contractor whose proposal is deemed to be in the best interest of the City of Altoona, and further reserves the right to reject any and all proposals in its sole and absolute discretion.

The City reserves the right to conduct interviews with all or some of the Contractor at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any Contractor submitting a proposal.

Start of work will be decided on mutual agreement between the City and Contractor based on when equipment arrives along with weather and soil conditions.

### Section 7 – Required Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### A. Minimum Scope of Insurance The Contractor shall obtain insurance of the types described below:

- 1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Wisconsin.
- 4. <u>Professional Liability</u> insurance appropriate to the Contractor's profession.

#### B. Minimum Amounts of Insurance

### The Contractor shall maintain the following insurance limits:

- 1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. <u>Professional Liability</u> insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

### C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- 1. The Contractor's insurance coverage shall be primary insurance with respect to the work being completed for the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- 2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

### D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

### E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor <u>before</u> commencement of work.

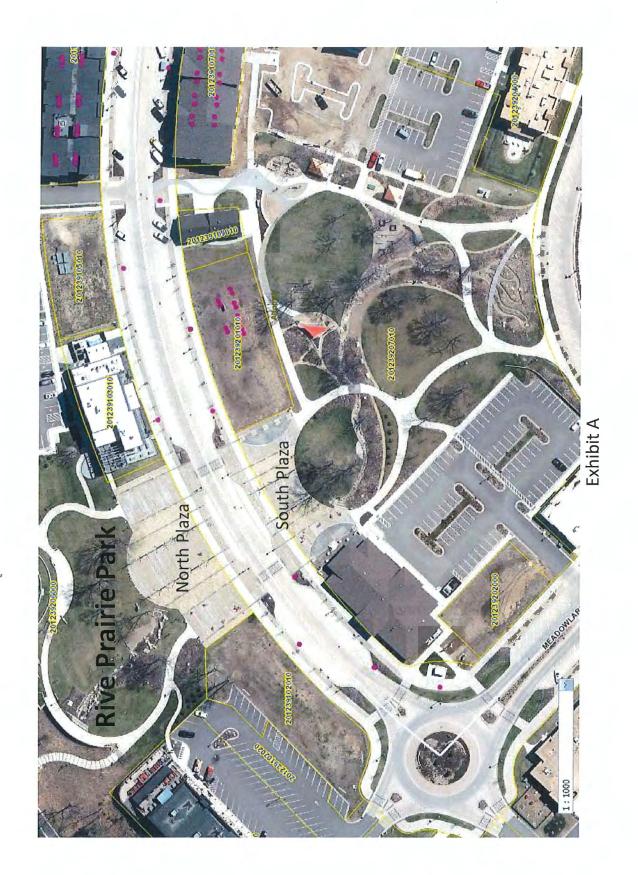






Exhibit B: Typical Trees in Plaza