



River Falls Municipal Utilities
222 Lewis Street, River Falls, WI 54022
715-425-0900

**REQUEST FOR PROPOSAL
RIVER FALLS MUNICIPAL UTILITIES
2020-2022 TREE SERVICE CONTRACT**

Notice is hereby given that River Falls Municipal Utilities (RFMU) is seeking quotes for the 2020-2022 Line Clearing Tree Services Contract. Proposals will be accepted through 12 p.m. on Thursday, December 12th, 2019 at the Clerk's office, City Hall; 222 Lewis St., River Falls, WI 54022. Proposals will be reviewed after this time. RFMU reserves the right to reject any and all bids.

The proposals for tree services shall include removal, pruning, and stump grinding of trees and brush along utility easements throughout RFMU's electrical distribution area. The majority of work is in residential areas. The agreement may be renewed at the end of the three-year term by written mutual consent of both the RFMU and contractor.

Proposal documents in paper form can be obtained by stopping by the front desk at the River Falls City Hall. Digital copies of the proposed documents can be obtained by contacting Electrical Superintendent, Wayne Siverling at 715 425 3480 or wsiverling@rfcity.org.

It is understood that River Falls Municipal Utilities reserves the right to reject any and all proposals to waive informalities, and to award the agreement to the best interest of RFMU. No proposals shall be withdrawn for a period of thirty (30) days after the opening by RFMU. It is the intent of RFMU to award the agreement for tree maintenance services to one contractor.

Dated this 20th day of November 2019.

Amy White, City Clerk

RIVER FALLS MUNICIPAL UTILITIES

TREE CLEARANCE POLICY

Purpose

The purpose of this policy is to define tree pruning rules encompassing all work performed and equipment used. This policy shall conform with the requirements, specifications, and standards of the Electrical Hazard Awareness Training (EHAP), the National Electrical Safety Code (NESC), the National Electrical Code (NEC), the Wisconsin State Electrical Code, Municipal Electric Utilities of Wisconsin Safety Manual and applicable practices and specifications of River Falls Municipal Utilities (RFMU) and the City of River Falls or any amendments or revisions of said codes or practices. Furthermore, all work performed and equipment used shall comply with any applicable rules or orders issued by the Public Service Commission of Wisconsin (PSCW), the Wisconsin Department of Industry, Labor or Human Relations (DILHR), or other governmental authorities having jurisdiction. This policy is to set forth the specifications and guidelines related to tree trimming, tree removal, and line clearance to provide for reasonable service continuity, safety to the public, and to guard against forest fire damage caused by supply conductors. All work shall be performed in a thorough and workmanlike manner and to the satisfaction of RFMU.

Policy

Trees which may interfere or do interfere with supply conductors should be pruned or removed.

- A. Specifications and guidelines for line clearances.
 - 1. The necessary clearance of supply lines from trees is determined by:
 - a. Voltage, location, and importance of individual line.
 - b. The height of the poles and line.
 - c. The growth habit and final appearance of the trees.
 - d. Combined movement of trees and conductors under adverse weather conditions.
 - e. Sag of conductors at elevated temperatures.
 - 2. Concept:
 - a. Transmission lines.
There should be a minimum clearance of fifteen (15) feet or maximum clearance as allowed by easement width in all directions.
 - b. Primary distribution lines.
There should be a minimum ten (10) foot clearance between an energized high voltage distribution conductor and any part of a tree.

Trees should be pruned to the extent that this designated minimum clearance area will be kept free of new tree growth until the next scheduled pruning cycle. If the pruning cycle is other than three years, as may be needed for fast-growing tree species or where limited pruning is permitted by the tree owner, appropriate records need to be maintained to insure timely pruning is accomplished.

Intrusion of limited small branches and new tree growth into this minimum clearance area can be tolerated so long as it does not contribute to a

safety hazard to a person climbing the tree or cause interference with the conductors.

- c. Secondary and/or service conductors (600 volts and below). There should be at least a six (6) foot clearance. While extensive tree pruning or tree removal relating to these services is not expected, proper consideration must be given to possible conductor damage and service outages caused by trees, and appropriate measures taken.

B. Tree removal. Whenever justified, tree removal should be encouraged.

- 1. Trees should be removed under the following conditions:
 - a. Trees located in school yards, playgrounds, parks, backlot construction areas, or other areas and which children may climb easily and contact overhead conductors.
 - b. Trees that have been topped under low-level primary and transmission circuits with no chance for a reasonable, natural development.
 - c. Trees that are unsightly because of excessive pruning and cannot be economically re-pruned.
 - d. Trees in rural areas along county roads and state highways which would eventually reach a primary or transmission line.
 - e. Fast-growing tree species located in suburban and urban areas, near homes or in landscaped areas which will eventually grow into transmission or distribution lines.
 - f. Trees, both live and dead, which are leaning toward the line and which would strike the line when falling.
- 2. When any tree twelve (12) inches in diameter and larger must be removed due to public safety reasons or when the tree cannot be professionally maintained underneath the power lines, RFMU will offer to provide a cash rebate for tree replacement in accordance with RFMU Tree Power Program, subject to availability.
- 3. The Contractor shall make a reasonable attempt to contact the landowner a minimum of twenty-four hours prior to beginning of work on the landowner's property in accordance with PSC 113.0510.
- 4. Tree stump removal is the responsibility of RFMU except for the case of an extenuating circumstance and in which case the property owner would be notified prior to removal (ex. storm related events).

For further questions, please contact Wayne Siverling, Electric Operations Superintendent at 715-426-3480.

**CITY OF RIVER FALLS
RIVER FALLS MUNICIPAL UTILITIES**

LINE CLEARANCE CONTRACTED SERVICES 2020-2022

I. Scope of Work

This Line Clearance Service Agreement (“Contract”) by and between the City of River Falls-River Falls Municipal Utilities (“RFMU”) and _____ (“Contractor”) is intended for RFMU to retain a contractor to competitively and efficiently prune all trees, including right-of-way line clearance, tree/brush cutting, and removal work near transmission, distribution and secondary voltage lines in their respective service areas.

Contractor shall furnish all supervision, labor, tools, transportation, licenses, permits and other equipment and materials necessary to perform the work required under this contract, consisting of tree trimming and/or removal, brush and/or woody vegetation cutting at ground line, and the disposal of the debris resulting from such work to an approved landfill or burning site at the Contractor’s expense (collectively, “Work”).

It is the responsibility of Contractor to supply labor, equipment, materials, and supervision to complete the Work in a manner acceptable to RFMU to guard against interfering with the normal operations of RFMU’s electrical circuits.

II. Safety to Contractor’s Employees and the Public

Contractor shall always conduct Work in a manner as to safe-guard the public from injury to persons or property.

Contractor recognizes that RFMU is engaged in the distribution of electrical energy. Contractor shall always be aware of the nature and characteristic of electric circuits before Work is commenced in the vicinity thereof. Contractor understands that the electric circuits shall remain energized at all times during the execution of Work. Contractor is required to utilize all necessary and proper protective procedures and mechanical devices for the protection of its employees and the public. Contractor shall not interfere with the normal operation of such electrical circuits. All Contractor-caused electric service interruptions shall be repaired at Contractor’s sole cost and expense.

Contractor shall be responsible for the erection and maintenance of all barricades, lights, signs and other traffic control necessary for public safety and convenience in accordance with local requirements. In general, all hazards within the limits of the work area or on detour around the work area must be marked with appropriate signs, flashers, barricades, reflectors, etc., to protect the public, persons, and property. These safeguards shall be moved, changed, increased or removed as required during the progress of the Work to meet changing conditions.

III. Communication

Communication is the responsibility of Contractor. Communication must be established between the Contractor, its crew, and property owners prior to commencement of Work. All trees on private

property, including easements, and public right-of-ways adjacent to the private property owner's property are considered private property. Prior to trimming and/or removal, the Contractor must make a reasonable attempt to contact each property owner a minimum of twenty-four hours prior to commencement of Work, in accordance with Wis. Admin. Code PSC § 113.0510. Trees to be pruned on public right-of-way shall be cleared with the appropriate municipal agency.

IV. Personnel and Equipment

The parties intend to create, by this contract, an independent contractor relationship and not an employee/employer relationship. All Work performed by Contractor under this contract shall be as an independent contractor, with Contractor maintaining complete control over all its employees and equipment. Contractor shall be solely responsible for the payment of any and all taxes or fees relating to compensation received by Contractor under this Contract, including without limitation, all federal, state, and local income taxes, Social Security taxes, Unemployment Insurance taxes, and any other such taxes, whether foreign or domestic, and any business license or other fees arising from Contractor's activities pursuant to this Contract. Contractor personnel shall have required training and qualifications, certifications, knowledge and practical experience to perform the required services in accordance with Section V. Standards. Contractor's equipment shall be state-of-the-art and adequate to perform the work.

V. Standards

All Work performed shall be in accordance with the best recognized and approved forestry and/or tree arboricultural standards. In addition, all performed work and equipment used shall conform with the requirements, specifications, and standards of the Electrical Hazard Awareness Training (EHAP), the National Electrical Safety Code (NESC), the National Electrical Code (NEC), the Wisconsin State Electrical Code, Municipal Electric Utilities of Wisconsin Safety Manual, applicable practices and specifications of River Falls Municipal Utilities (RFMU), and the City of River Falls ordinances, and any amendments or revisions of said codes or practices. Furthermore, all performed work and equipment used shall comply with any applicable rules or orders issued by the Public Service Commission of Wisconsin (PSCW), the Wisconsin Department of Workforce Development (DWD), and any other governmental authorities having jurisdiction. This policy is to set forth the specifications and guidelines related to tree trimming, tree removal, and line clearance to provide for reasonable service continuity, safety to the public, and to guard against forest fire damage caused by supply conductors. All work shall be performed in a thorough and workmanlike manner and to the satisfaction of RFMU.

VI. Schedule

RFMU shall furnish Contractor with a map outlining location of work to be performed. The Contractor shall communicate and coordinate work to be performed by providing RFMU a preliminary time table consisting of utility location, preliminary dates, and costs with the proposal. Prior to performing Work, Contractor shall provide RFMU in writing an updated work schedule seven calendar days before the commencement of Work. Contractor work hours shall conform to RFMU's normal work hours. Arrangements for Work performed beyond or different from normal work hours shall be agreed to with RFMU. Contractor shall provide RFMU written weekly update outlining Work completed.

VII. Insurance

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, the City of River Falls, Wisconsin, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them. Contractor's insurance coverage must include, and the insurance certificate must indicate, waivers of subrogation on all policies in favor of the City of River Falls and RFMU, and all policies (except for workers compensation insurance) must include the City of River Falls and RFMU as additional insureds.

Contractor shall not commence Work until it has obtained all insurance required under this Section VIII and such insurance has been approved by the City of River Falls, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Minimum Requirements

- A. **Workers' Compensation Insurance and Employer's Liability Insurance:** The Contractor shall take out and maintain during the Term of this Contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$500,000 Each Person

\$500,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. **General Liability Insurance**

1. The Contractor shall maintain during the term of this contract, Commercial General Liability Insurance, naming and protecting contractor and the City of River Falls against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this Contract whether such operations be by contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$2,000,000 Each Occurrence
\$2,000,000 Personal Injury
\$2,000,000 Products/Completed Operations
\$2,000,000 General Aggregate

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this Contract.
 3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
 4. Coverage shall also include Products/Completed Operations (CG2037 or equivalent)
 5. City of River Falls shall be named as Additional insured (CG2010 or equivalent).
 6. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 2503 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the Term of this Contract such Automobile Liability Insurance as shall protect Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for Contractor in any capacity in connection with the carrying out of this Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage \$1,000,000 Combined Single Limit
- D. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Wisconsin and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of River Falls.
- E. Certificate of Insurance: All Certificates of Insurance shall be filed with the City of River Falls on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing the City of River Falls is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of River Falls thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

VIII. Indemnification

The Contractor hereby indemnifies and holds harmless RFMU and the City of River Falls, its elected and appointed officials, officers, employees, or agents from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments arising out of, or are attributable to, the Contractor's performance of the contract.

IX. Compensation Due to Contractor

RFMU shall pay the Contractor for all work based on hours worked in cutting, pruning and removing trees, brush and similar growth.

Contractor shall accept as full and complete compensation for the performance of all things required by the contract, such sums as shall be determined due to using the hourly rates for labor, and equipment set forth in the proposal, which is part of this contract.

Prior to compensation being paid, Contractor shall submit a written statement to RFMU showing the Work performed during the invoice period. The statement shall list the number and kind of hours worked, equipment used, and a map outlining the location of work performed. RFMU shall have the right to verify and otherwise investigate the contents of said statement before payment is due.

X. Emergency Service Restoration

It is the intent of the parties that insofar as possible, all work shall be done during the usual and ordinary working hours on regular workdays. It may, on rare occasions, be necessary for RFMU to require Contractor to work crews for any storm or emergency work and respond quickly for any "hot spot" trimming outside of normal business hours. At such times it may be necessary, because of safety and the urgency of service restoration, to deviate from the use of proper pruning techniques as defined. Contractor shall be compensated at regular rate as provided, unless an emergency service restoration rate has been established.

During a utility-declared emergency, utilities must restore service as quickly as possible. At such times it may be necessary, because of safety and the urgency of service restoration, to deviate from the use of proper pruning techniques. Following a utility-declared emergency, corrective pruning should be done by Contractor, as necessary.

XI. Assignability of Work by Contractor

The Contractor without the prior written consent of RFMU thereof shall make no assignment or transfer of this contract or any part. No work to be performed hereunder shall be subcontracted out by the Contractor without the prior written consent of RFMU.

XII. Scope of Contract

Both RFMU and Contractor agree that RFMU shall not be obligated to provide the Contractor with any specific amount of Work with respect to the care, trimming, cutting of trees, brush or similar growth during the Term of the Contract.

It is further agreed by both RFMU and Contractor that RFMU may, at its option, assign any or all of its tree or brush care, trimming, cutting and removal to its own personnel or in the event of default by the Contractor, to other parties engaged in this type of work.

XIII. Amount of Contract

The total amount of compensation under the Contract is subject to RFMU’s annual budgeted amount. This Contract shall be effective January 1,2020 through December 31, 2022 (“Term”) as provided for below:

Stump grinding	\$_____per inch
2-person crew	\$_____per hour
Backyard track machine	\$_____per hour
60’ bucket truck and 15” Chipper	\$_____per hour
Mechanical all terrain tree trimmer	\$_____per hour
Brush mower	\$_____per hour
Stump chipping with chip cleanup	\$_____per hour
Stump chipping without chip cleanup	\$_____per hour
Equipment for large wood removal	\$_____per hour
¾ ton Pick-Up	\$_____per hour

XIV. Contract Renewal

Within 90 days of expiry, this contract may be renewed upon mutual agreement of both RFMU and the contractor for an additional three-year term. Current rates will be reviewed at this time and adjusted as agreed upon by both parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be duly executed by their authorized representatives.

Contractor_____

RIVER FALLS MUNICIPAL UTILITIES

Print Name/Title

Print Name/Title

Signature

Signature

For additional information, please contact Wayne Siverling, Utility Operations Superintendent, at 715-426-3480.