

HOUSTON LAND BANK REQUEST FOR PROPOSALS (RFP) TREE-TRIMMING AND TREE-REMOVAL SERVICES

Responses Due to the <u>HLB Intake Form</u>
No Later than 5 p.m. Central on Friday, January 3, 2025.

Introduction

The Houston Land Bank (HLB) is seeking proposals to provide tree-trimming and tree-removal services for HLB for a two (2) year period beginning March 1, 2025, and with the option to extend for two (2) additional one- year terms.

About Houston Land Bank

HLB is a not-for-profit local government corporation incorporated in Texas and is a component unit of the City of Houston. HLB is committed to being a robust and innovative partner in the equitable redevelopment of Houston neighborhoods and a good neighbor to the communities in which we work to provide affordable homes for low- and moderate-income Houstonians. HLB promotes the development of affordable homes primarily through the sale of vacant properties to builders with the requirement that the property is used for construction of an affordable home for income-qualified buyers (properties may be sold for less than appraised value to incentivize construction) and through the sale of developed properties on which the City of Houston's New Home Development Program has commissioned the construction of affordable homes for income-qualified Houstonians. For more information on HLB, please visit www.houstonlandbank.org.

TO RESPOND:

Respondents must meet the criteria described below, provide a complete submission and pay the \$100 application fee for consideration. Per the submission criteria below, please submit qualifications via the HLB Intake Form by 5 p.m. Central time on January 3, 2025. Respondents may ask questions regarding this solicitation by submitting an email to procurements@houstonlandbank.org by December 20, 2024, at 5 p.m. Central time. HLB will post written responses to all questions received by the deadline on the HLB website at www.houstonlandbank.org (please see the Procurements Section on the Resources page).



EXPECTED TIMELINE (SUBJECT TO CHANGE):

Process & Schedule HLB anticipates following the schedule below for this procurement. Dates are subject to change at HLB's sole discretion.

Request for Proposals issued Questions due regarding RFP Proposals due Evaluation of proposals Contract executed

December 3, 2024 December 20, 2024, by 5 p.m. CST January 3, 2025, by 5 p.m. CST February 2025 March 2025

PURPOSE

This Request for Proposal seeks proposals from qualified service providers, hereinafter referred to as the "Contractor", to establish a Contract(s) for tree-trimming and tree removal services for the Houston Land Bank's (HLB) properties. The initial contract(s) term will be 24 months (about 2 years) with two 12-month options. The best-evaluated, responsive, responsible bidders will be recommended to the HLB Board of Directors for a contract award. There will be three (3) awards made under this solicitation for award. However, there is no guarantee that work and projects will be awarded to contracted parties on an asneeded basis. If the Contractor is unable to respond to the assignment of work within 48 hours (about 4 days), HLB reserves the right to re-issue the work to other contractors



1.0 WORK OBJECTIVES

Work under this Contract has three broad objectives:

- 1.1 To provide for the safety of people and property.
- 1.2 To prepare properties for development
- 1.3 To remove decaying trees and maintain the aesthetics of neighborhoods

2.0 APPLICABLE STANDARDS AND REGULATIONS

- 2.1 All work shall be done thoroughly and professionally in accordance with the Contract documents, specifications, and acknowledged industry standards. Deviations from the Contract documents, specifications, or industry standards shall not be permitted without the prior written consent of HLB.
- 2.2 These standards include Industry standards as promulgated by the Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- 2.3 HLB reserves the right to amend the Contract to add, remove, or change these standards to comply with ordinances and statutes, recognize new industry best practices, or for any reason HLB deems necessary.
- 2.4 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.
- 2.5 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to Bidders since manufacturers and trades involved are required to be familiar with these requirements.



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- 2.7 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to Bidders since manufacturers and trades involved are required to be familiar with these requirements.

3.0 **CONTRACTOR'S QUALIFICATIONS**

3.1 To be considered for Contract award, the Bidder must be able to demonstrate that they currently provide, or have provided, Trimming & Removal Services. The Bidder must have three (3) written references documenting previously performed Tree Trimming & Removal Services. HLB will determine if the services performed for the references are like the scope of services contained herein, and whether the Bidder can perform such services.

3.2 Minimum Resource Requirements:

HLB will require acceptable evidence of the prospective Contractor's ability to obtain required resources. This shall be a commitment or explicit arrangement in existence at the time of a site-visit by HLB to rent, purchase, or otherwise acquire the needed equipment, personnel, or other resources to adequately perform the Scope of Work, including but not limited to:

Removal Trucks

Prentice Loaders

Aerial-Lift

Chainsaws

Work Crew

Stump-Grinding Equipment

4.0 **STANDARD OF PERFORMANCE**

4.1 The Contractor shall furnish all labor, tools, safety equipment, supervision, transportation, insurance, and all other ancillary items/services necessary to complete the following project in strict accordance with the provisions of



this Contract. The work shall be performed at the locations specified in the work order. The Contractor shall coordinate their performance of the services with HLB.

4.2 The Contractor's performance shall be in accordance with the most current standards stated in this solicitation and any other current standard prevailing in the tree removal industry. The Contractor shall be required to perform and complete the tree removal work described in this Contract in a thorough, professional, and safe manner. Any item primary, secondary, or incidental to the performance of this Contract shall be included in this service. The Contractor shall employ individuals skilled in their respective trades. Any person HLB may deem incompetent or disorderly must be promptly removed by the Contractor and not allowed to work on a HLB project.

5.0 **ASSIGNMENT OF WORK**

- 5.1 The Contractor shall be notified of a work order by email, fax, or telephone. The Contractor shall confirm receipt of the work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The work described on the work order shall be completed within twenty (20) calendar-days from the date the Contractor receives the work order.
- 5.2 Tasks to be completed on a work order include tree removal, stump grinding, sod replacement, back-fill of topsoil, debris removal, safety controls, sodding, and pest control.
- 5.3 If there is inclement weather or extenuating circumstances during the work period, HLB may extend the time in which the work is to be completed. All extensions shall be in writing and signed by the HLB.
- 5.4 If during services, the Contractor finds that the work order cannot be completed within twenty (20) calendar-days, a revised estimate shall be prepared by the Contractor and emailed to HLB representative for approval.

6.0 **PERFORMANCE OF WORK**

- 6.1 The Contractor shall work Monday- Friday, and only between the hours of 6:30 AM 5:00 PM, and follow HLB's holiday schedule unless they have prior approval from HLB. The Contractor shall confirm the work order
- 6.2 location(s) with HLB between the hours of 6:00 AM and 9:00 AM of each workday and via email or telephone.



- Work hereunder shall be performed on HLB property and drainage utility easements, which may include street and utility rights-of-way, alleys, esplanades, parkways, and other HLB properties.
- The Contractor shall provide HLB with their General Foreman's, or other appropriate Single Point of Contact (SPOC), name and cell-phone number.
- 6.5 The Contractor shall inform HLB of any work of any kind prior to commencement if there is a reasonable possibility of limbs or debris damaging vehicles, private property, or pedestrians or if the worker's safety is put at risk. The Contractor shall be held liable for all damage to vehicles, private property, and pedestrians caused by falling debris during the execution of a work order. The Contractor shall maintain Insurance Liability coverage according to the guidelines as follows:

Coverage Limit of Liability Worker's Compensation Statutory Limits for Worker's Compensation Employer's Liability Bodily Injury by Accident \$1,00 0,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee) Commercial General Liability Including Contractor's Protective Liability, Broad Form Property Operations, Damage, Contractual Liability, Bodily Injury, Personal Injury and Products and Completed Operations (for a period of one year following completion of the Work under this Contract) Combined single limit of \$1,000,000 each occurrence, subject to general aggregate \$2,000,000; Products and Completed \$1,000,000 aggregate Owners and Contractors limit Protective Liability \$1,000,000 combined single Occurrence/Aggregate Automobile Liability Insurance (for vehicles Contractor uses in performing under this Contract, including Employer's Nonowner and Hired Auto Coverage) \$1,000,000 combined single limit Excess Coverage \$1,000,000 each occurrence/combined aggregate in excess of the limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability Please note that insurance requirements for project specific amounts may vary or change. The respondent is also required to submit evidence of bonding capacity or ability to obtain same.

- 6.6 All damage to vehicles and property of any kind, and injuries to pedestrians, shall be reported to HLB within four (4) hours of occurrence.
- 6.7 If a tree which is to be removed overhangs onto private property not owned by HLB, the Contractor shall notify the owner of the property in writing at least three (3) days prior to the tree's removal. The written notifications shall include a statement that there should be no activity under and immediately around the tree until it is removed, and cleanup has been completed, why the tree must be removed, the anticipated removal date(s) and time, and any other pertinent information as to the removal activity. The Contractor shall try to notify the property owner at least three (3) documented times over a three (3) day period (once per day). If the property owner cannot be notified, the Contractor must notify HLB of the



failed notification attempts. HLB will then proceed with notifying the owner of the private property. After notifying the owner, HLB will re-issue the work order and the Contractor shall confirm receipt of the re- issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The Contractor then has five (5) working days to begin services as described in the work order.

6.8 The Contractor shall obtain all necessary permits, furnish and install all construction signs, pavement markings, barricades, and all other safety controls for each work order. HLB may determine that work orders resulting from an emergency, as defined by HLB, may be performed without permits. Under no circumstances shall the Contractor assume permits are not required.



7.0 TREE REMOVAL SPECIFICATIONS

- 7.1 Specific addresses/locations will be given to the Contractor of trees marked for removal.
- 7.2 In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is always under control.
- 7.3 Under no circumstances shall the Contractor perform work near high-voltage transmission or distribution lines. If the Contractor is performing work within 15 feet of high-voltage transmission or distribution lines, all work shall cease, and the Contractor must notify HLB immediately. The Contractor shall not resume work without written authorization from HLB. After all limbs have been removed which might contact high- voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings. If a tree is outside the 15-foot zone and must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.
- 7.4 If there is danger that the trees being felled could fall in the wrong direction or damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- 7.5 Due to the danger of trees falling in an unexpected direction, even though the cut is made on the proper side, the Contractor shall take precaution in roping trees, most especially those which are diseased, rotten, or rotting, split, or in appearance to be visibly weak. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- 7.6 Under no circumstances shall pike poles be used in the performance of work under this Contract.
- 7.7 Ropes shall be used to lower all limbs of sufficient size to cause damage to other trees or surrounding public or private property.



7.8 Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact HLB for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of HLB.

8.0 TRIMMING SPECIFICATIONS

- 8.1 Trim all trees so the natural form and shape of the tree is maintained.
- 8.2 Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- 8.3 Trim to reduce or eliminate crossing, and/or rubbing branches greater than two inches (2") in diameter.
- 8.4 All lower and hanging branches shall be pruned to provide at least 14 feet clearance over the street.
- 8.5 Trim all lower branches to obtain a minimum six-foot (6') clearance from a structure.
- 8.6 Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- 8.7 No person working in trees shall use shoes with spikes, spurs, or climbing irons, or any other footwear which will injure the tree.
- 8.8 Tie off all branches where damage could be caused by gouging of a sodded area and/or damage to public walks and other private property.



- 8.9 Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants
- 8.10 Prune dead fronds from palm trees.

9.0 STUMP - GRINDING SPECIFICATIONS

- 9.1 Stump-grinding shall be on an as-needed basis and only as directed by HLB. The Contractor shall not grind any stump without prior written approval from HLB.
- 9.2 The Contractor shall use stump-grinding machinery which has a cutterhead designed to grind stumps approximately six (6) inches below ground level.
- 9.3 The cutter-head shall have solid fixed-teeth, equipped with carbide insert cutters. Swinging teeth will not be acceptable. The machine must have a guard to protect flying debris and cannot be used within five (5) feet of pedestrians, vehicles, road traffic, and/or property.
- 9.4 All loose material, including chips and/or soil, or any mixture created by the grinding process, shall be removed by the Contractor before leaving the work site at the end of each workday.
- 9.5 Upon completion of stump-grinding activities, the terrain is to be left in a condition which allows lawn mowers to pass over and safely cut over the area(s).
- 9.6 The Contractor shall be responsible for locating all underground utilities, which can include, but are not limited to, electrical, water, gas, cable, irrigation, etc. In the event a utility is interrupted, HLB must be contacted verbally no later than two (2) hours of incident and followed up in writing no more than 24 hours.
- 9.7 The Contractor shall also grind and remove roots up to one (1) inch away from pavement within the right-of-way or drainage utility easements.
- 9.8 The Contractor shall be responsible for the repair of any damage(s), which occur during the stump-grinding operation, to structure(s) of the



- sidewalk, curb, underground utilities, and turf or surrounding vegetation at its own cost.
- 9.9 The Contractor shall be responsible for the prompt repair of any damage(s) caused to the structure(s) sidewalk, curb, underground utilities, and turf or surrounding vegetation that occur during the stumpgrinding operation, and at Contractor's cost.

10.0 **EMERGENCY OPERATIONS**

- 10.1 Although normal work hours will be Monday Friday, 6:30 AM 5:00 PM, the Contractor shall have available sufficient skilled personnel and equipment to perform all work activities covered under this contract, 24/7, and in all types of weather.
- 10.2 In the event of an emergency, the Contractor shall respond within 4 hours of being notified by HLB. HLB will indicate that the work to be performed is an emergency and the Contractor shall not begin the work until notified by the HLB. Communication with the Contractor shall be verbal, telephone, fax, or email.
- 10.3 Should an emergency occur within the contract's duration, the Contractor may be contacted by HLB to help with emergency clearing of trees, limbs, and root balls.
- 10.4 HLB will notify the Contractor of the location of road(s), sections of road(s), or outlying areas for clearing. The Contractor will be responsible for clearing all locations as notified by HLB.

11.0 **SITE CLEAN UP**

11.1 At the end of each workday, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches. All parts of the work shall be left in a neat, orderly, and presentable condition. The Contractor will remove all rubbish and debris generated by the Contractor's work under this contract. No debris will be allowed to remain in or on any roadways at any time.

12.0 PAYMENT AND COMPENSATION

To receive payment, the contractor must submit monthly invoices showing the corresponding services performed. The Contractor shall accept payment by credit card, Automated Clearing House (ACH), Electronic Funds Transfer (EFT), or bank draft for all services provided under the Contract.



ADDITIONS AND DELETIONS

HLB may at any time during the term of this Contract, amend the Contract to add or delete like services. Any such written notice shall take effect on the date stated in the notice from the HLB. Equipment, locations, and/or services added, will be subject to the Contractor's services and charges or rates. If the additional service is not identical to any item already under Contract, the charges therefore will then be the Contractor's charges or rates for the equipment, locations, and/or services.

13.0 **ESTIMATED QUANTITIES NOT GUARANTEED**

The estimated quantities specified herein are not a guarantee of actual quantities, as the HLB does not guarantee any quantity of tree trimming or removal services during the term of this Contract. The quantities may vary depending on the organization's actual needs. The quantities specified herein are good faith estimates of usage during the term of this Contract. HLB shall not be liable for any contractual agreements/obligations the Contractor enters into based on the quantities specified herein.



14.0 **EVALUATION CRITERIA**

The Contractor will be selected by HLB based on the Evaluation factors outlined below.

14.1 Evaluation Factors (100 points)

Cost for specified items Safety Standards 40 points

- Detailed breakdown of costs for services such as tree removal, trimming, stump grinding, cleanup, and disposal.
- Inclusion of any additional fees (e.g., emergency services, traffic control, permits).
- Evidence of safety training for workers (e.g., OSHA certifications, industry-recognized certifications such as ISA Certified Arborist).
- Implementation of a safety plan for each project, especially in high-risk or densely populated areas.

Timeline & Scheduling, Relevant experience & Equipment 30 points

- Ability to meet the HLB's preferred schedule without compromising quality.
- Strategies for minimizing disruption to the community during work.
- Proven record of accomplishment with projects of similar scale and complexity.
- Availability of specialized equipment (e.g., grinders, chippers, bucket trucks) to handle large or hazardous trees.

References & Community Involvement, Environmental Considerations, Communication and Customer Service 30 points

- Positive feedback from past clients, including municipalities, HOAs, or private entities.
- Demonstrated involvement in local community initiatives or sustainability efforts.
- Responsiveness to inquiries and ability to provide clear, written estimates.
- Willingness to address specific HLB's needs or customize services.
- Compliance with local environmental regulations.
- Sustainable practices, such as recycling wood waste or replanting trees, where appropriate.