

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

2011 Tree Trimming Bid



BRUCE KILMER
Mayor

KATHIE GRINZINGER
City Manager

Prepared By:
Division of Public Works

ROBERT MURPHY
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MARCH 2011

City of Mt. Pleasant, Michigan

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THE CITY OF
MT. PLEASANT, MICHIGAN

CITY HALL

320 W. Broadway St. • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY

804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS

1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS

2011 Tree Trimming and Removal Bid

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (EST), on Tuesday, April 5, 2011 at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2011 Tree Trimming and Removal Bid – April 5, 2011".

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than five percent (5%) of the bid price, made payable to the City of Mt. Pleasant.

Bid documents and specifications are available on the City's website at www.mt-pleasant.org/depts/engineering/biddinginfo.htm or at the Division of Public Works Building, 1303 N. Franklin Street, Mt. Pleasant, Michigan, 48858, Monday through Friday, 8:00 a.m. to 4:30 p.m.

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

Robert Murphy
Street Superintendent
(989) 779-5409

Jeremy Howard
City Clerk

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS

1. **Proposals**

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. **Comparison of Bids**

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9,999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. **Time**

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. **Indemnification**

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

- a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.
- b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.
- c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

12. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility For Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

Revised: February 2006

City of Mt. Pleasant, Michigan

ADMINISTRATIVE MEMO NO 8-78

Issued: October 10, 1978

Revised: June 21, 1989

Subject: **MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS**

Summary Statement

The provision of adequate insurance by persons and businesses working for the city or on street right-of-way is essential to protect the public from the costs of injury or damage and to protect the city from unnecessary liability resulting from the acts of persons and businesses working for the city. Minimum insurance requirements are needed to provide this protection.

Memo

Persons or businesses which provide professional services to the city under the terms of a written contract or provide labor and/or material to accomplish work for the city or for others on or over street right-of-way or other city property shall carry insurance and bonds to protect the public and the City from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits, or other authorization to begin work, certificates of insurance evidencing the purchase of insurance in amounts not less than required by the Administrative memo or bid specifications, whichever is greater, shall be filed with City Clerk. Such certificates shall:

- a. Show that the insurance is currently in force and termination date of each policy.
- b. State the limits of liability of the policies covered by the certificate.
- c. Show that the City of Mt. Pleasant is to be specifically named in policy as an "additional insured" and should be issued to the City of Mt. Pleasant as the certificate holder.
- d. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the State of Michigan.

Required bonds shall be filed with the City Clerk prior to the signing of contracts or other authorizations to proceed with work.

Insurance and bonds shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks should be considered and with approval of the City Manager may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

INSURANCE REQUIREMENTS

Type	Limit of Liability	Required of:	
		City Contractor	Contractor On R-O-W
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability (including products and completed operations liability)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Automobile Liability (including hired cars and automobile non-ownership)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each occurrence	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Additional Insured Clause	City of Mt. Pleasant to be specifically named in policy as an "additional insured"	X	X
Excess Liability (Required unless risk occurrence is nominal)	\$1,000,000 each	X	

Persons or businesses engaged to provide labor and material in an amount in excess of \$10,000, or who will receive partial payments as work progresses will provide labor, performance and material bonds equal to the value of the work being performed. Such bonds are not required where the work to be done is of a type in which the failure to perform will not adversely affect the city's ability to function or increase the city's cost of completing the work.

City of Mt. Pleasant, Michigan
2011 Tree Trimming and Removal

TO: Office of the City Clerk
City Hall
320 W. Broadway Street
Mt. Pleasant, MI 48858

BID DATE: Tuesday, April 5, 2011
TIME: 1:30 p.m.

The undersigned hereby agrees to provide tree trimming and removal services, as per the specifications heretofore set forth, at the following unit prices. This is a firm bid and not subject to withdrawal or change for a period of sixty (60) days.

NOTE: For bidding purposes, the following estimates are provided to assist in bidding. These estimates DO NOT include emergency work.

Scheduled Trimming and Tree Removal.....Est. 160 hours
Stump Removals.....Est. 20 each

1. Trimming and Tree Removal

A. Three-Person Crew* Cost Per Hour:\$_____

2. Chipping Crew

A. Two-Person Crew Cost Per Hour:\$_____

Shall include two-person crew, brush chipper and chip truck.

3. Stump Removal – 20 each (Do not quote per inch)

A. All Stumps Cost Per Stump:\$_____

4. Emergency Work

A. Three-Person Crew* Cost Per Hour:\$_____

*The crew shall be a minimum crew of three (3) persons, including working foreman, climber, grounds person, aerial high-ranger, and trimming equipment. Travel time shall be included in the hourly rate bid. Payment time shall begin when the crew arrived on site and shall end upon completion of the job.

NOTE: Please include signed Indemnification Form (Appendix A of Specifications) with submitted proposal.

COMPANY_____ DATE_____

ADDRESS_____

CITY_____ STATE_____ ZIP_____

TELEPHONE_____ FAX_____

AUTHORIZED SIGNATURE_____

PRINT NAME & TITLE_____

EMAIL_____

- PLEASE COMPLETE BOTH SIDES -

EXPERIENCE QUESTIONNAIRE
TO BE FURNISHED BY BIDDER

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers hereinafter made.

1. How many years have you been in business as a contractor under your present name?

2. How many years have you been a principal officer of a firm under a different name?

Name of Firm _____

3. What projects of a similar nature has your organization contracted for within the past five years? (NOTE: Fill out each blank completely.)

Name of Owner and Location	Name/Address/Phone # of Person in Charge as Reference	Type of Work	Value of Work	Date Work Completed
1.				
2.				
3.				
4.				
5.				
6.				

City of Mt. Pleasant, Michigan
SPECIFICATIONS
2011 Tree Trimming and Removal

General

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the City. **Trimming shall begin on or after May 1, 2011, and shall cease by April 30, 2012.**

Specifications

Tree Trimming

1. Only trees within the city right-of-way shall be trimmed or removed unless otherwise directed. The right-of-way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the contractor shall request instruction from the City as to the right-of-way limits.
2. Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. No stubs over one inch (1") shall be permitted when completed. Live branches shall be removed to maintain the natural shape and appearance of the trees. A collar should be maintained on lateral branches. Flush cuts are to be avoided on larger branches.
3. Mutilation and loss of characteristic shape of the tree shall be prohibited. Selective removal of complete limb(s) shall be performed rather than excessive clipping with pruners, i.e. hedge trimming effect shall be avoided. Saw or pruner cuts shall be flush with the parent limbs or trunk of the tree. Limbs shall be pre-cut using a three-cut technique to prevent splintering or peeling of bark.
4. Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after pruning is completed.
5. Saw cuts need not be treated with dressing or disinfectant unless abnormal conditions exist in reference to disease or insects. All old stubs shall be removed and all old scars shall be inspected. If old scars are not healing properly, they shall be retraced and treated. The lower branches of trees shall be raised if the tops are sufficient to maintain a balanced life to a height of 14 feet above the travel portion of the street at the curb line. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.

Pruning Procedures and Scope of Work

Any tree large enough to support a trimmer shall be climbed and trimmed. It is considered inefficient for the trimmer to remain on the ground and trim trees with a pruning pole unless agreed upon by the Director of Public Works.

1. Light Pruning - The removal of dead wood, suckers, cross branches and stubs up to one inch (1") in diameter.
2. Medium Pruning - Shall include all items listed under "Light Pruning" plus branches up to four inches (4") in diameter.
3. Heavy Pruning - Shall include all items listed under "Light Pruning" and "Medium Pruning", in addition to removal of limbs over four inches (4") in diameter.

All types of pruning will include topping, tracing point, treatment for girdling roots, installment of supporting cables and/or bolting, and necessary repair work when specifically requested by the Director of Public Works.

Shaping

If, in obtaining the desired shape, trees are rendered unsightly due to lack of symmetry, further pruning to restore their appearance shall be performed. The location and types of trees, the nature of their surroundings, etc shall govern the extent of such shaping. Full shaping shall consist of the removal or shortening by natural methods of branches in the crown of the trees. Sufficient growth must be left on cutback branches to keep them alive, and, when possible, the branches being shortened shall be cut back far enough to preserve the natural appearance of the trees. Side pruning shall not be so severe as to restrict the trees' ability to produce the food necessary for healthy growth. Top growth shall not be reduced by an amount greater than that permissible for the species, as listed below:

Fifty Percent (50%) - Silver Maple, Willow, Poplar, and other fast growing varieties.

Forty Percent (40%) - Basswood, Elm, Walnut, and Ash.

Fifteen to Twenty Percent (15-20%) - Beech, Norway and Sugar Maple, and other slow growing species.

Hazardous Trees

1. Reporting - Any person engaged in trimming or pruning who becomes aware of a tree of doubtful strength, that could be dangerous to persons and property, shall report such tree(s) to the City of Mt. Pleasant's Street

Superintendent. Such trees shall include those that are over mature, diseased, or showing signs of decay.

2. Diagnosis - Any hazardous trees reported to the Department of Public Works shall be inspected by the Street Superintendent and, at the time, a decision shall be made whether to remove the trees or to refer the trees to the City's tree consultant.

Tree Removal

1. The removal of trees shall only be made by written authorization from the City of Mt. Pleasant. A list of trees and the location of each, bearing the signature of an authorized representative of the City of Mt. Pleasant, must be in the possession of the contractor's crew before removing any tree(s). The decision to remove trees shall be made by the City. The contractor may make suggestions. However, written authorization must be obtained before removing any tree(s).
2. **Prior to removing any tree, the contractor shall be responsible for notifying MISS DIG to have all of the utilities staked to avoid damaging utility services.**

Damages

Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, wire damage, building damage, street damage, etc., will be repaired or replaced in a timely manner, to the City's satisfaction, and all costs paid by the contractor.

Stump Removal

1. The removal of tree stumps shall only be made by written authorization from the City of Mt. Pleasant.
2. A list of stumps and locations of each, bearing the signature of an authorized representative of the City of Mt. Pleasant, must be in the possession of the contractor's crew before any stumps can be removed.
3. **Stump diameter will be determined by the diameter of the tree itself (roots not included). Exceptions to this rule may be made at the discretion of the Street Superintendent only. Any request for an exception must be made before removal of the tree.**
4. **Prior to removing any stump, the contractor shall be responsible for notifying MISS DIG to have all of the utilities staked to avoid damaging utility services.**
5. The stumps and roots shall be ground down a minimum of twelve (12) inches below normal ground level. Any stump grindings strewn on the street or sidewalk shall be removed and placed on the grass area around the stump hole by the contractor before leaving the site.

6. **The contractor shall place a MDOT Type II lighted barricade in each hole and also surrounding the hole before leaving the site.**
7. The contractor shall notify the Street Superintendent of the completion of the stump and root removal work within 24 hours of completion.

Signing and Safety

Barricading and signing for traffic control must be in accordance with the Michigan Manual of Uniform Traffic Control Devices, "Barricading for Construction". The contractor shall meet all requirements for barricading, and when the contractor does not conform to such requirements, the City will stop the contractor from working until proper signing and barricading is provided. The contractor shall control street closings and will notify the Police and Fire Departments of the same. The contractor shall be responsible for notifying all utilities for locations of any underground utilities that may be damaged during stump removal. The contractor shall also be responsible for notifying all utilities of any damage to any overhead lines.

Cleanup

All twigs, branches, chips, and other debris caused by the removal or trimming, shall be immediately cleaned up before moving to a new location. Cleanup for stump removal will be the City's responsibility, as well as chip removal from stump grinding, bringing in dirt to fill holes, leveling and grading of the site, and final cleanup and grass seeding. All 6" and larger diameter branches and trunks are to be left in the grass area for utilization by the adjacent property owner. The contractor shall not remove any large diameter wood suitable for firewood. All other materials shall be cleaned up and removed. Disposal of chips shall be the contractor's responsibility.

Emergency Work

1. Need and Response - Throughout the term of the contract, it may become necessary for the contractor to assist the City in providing emergency tree services. The contractor shall provide telephone numbers at which he can be reached on a 24-hour emergency basis. When severe winds, ice storms, or other conditions require emergency assistance, the contractor shall respond and commence work within six (6) hours of receiving the emergency request notification. The contractor shall provide emergency assistance in the manner as set forth by the City.
2. Emergency and Time and Material Work - Such work shall be bid on an hourly basis. The contractor shall be able to furnish a two to three person crew, fully equipped with aerial equipment, trucks, chipping equipment, and power and hand tools, as specified by the City. Personnel shall include:

- a. Grounds Person – Who has the skills necessary in grounds operation, such as loading trucks, cutting limbs on the ground, operating chipper, raking, and cleaning up the area.
- b. Climber/Trimmer - Who has the skills necessary for working in trees from an aerial lift/tower or by the use of ropes, saddles, and other hand climbing equipment, and have proficiency in operating all other related mechanical equipment, such as loaders, etc.
- c. Foreman (Working) - Who shall provide supervision of the emergency work force and shall have responsibility for giving directions, making decisions, and assuming responsibility for all work completed by the contractor.

Additional Trimming and Removal

At various times throughout the year, additional needs for trimming or tree removals may be requested. The City will make every effort to have enough work for at least a full day's work, unless an existing condition is hazardous to the public or their property. Such requests will be considered Emergency Work and paid as such, accordingly, that is if the work takes less than four (4) hours to complete. All other work requests will be paid for at the Trimming and Tree Removal unit prices.

Safety Standards

All equipment to be used and all work to be performed must be in full compliance with the most current revision of American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). These standards are made part of this contract by this reference.

Discontinuance of Work

Upon receipt of either written or oral notice by the City, the contractor shall immediately discontinue any practice as determined by the City as obviously hazardous.

Working in Proximity to Electrical Hazards

1. Before climbing, entering, or working around any tree, a close inspection shall be made by the tree worker and by the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance by the tree worker.
2. If an electrical hazard exists, only a qualified line clearance tree trimmer or qualified line clearance tree trimmer trainee shall be assigned to the. A trainee shall be under the direct supervision of qualified personnel. A qualified line clearance tree trimmer is a tree worker who, through related

training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line clearance tree trimming crew and undergoing on-the-job training, who, in the course of such training, has demonstrated his ability to perform his duties safely at his level of training.

3. There shall be a second qualified line clearance tree trimmer or line clearance tree trimmer trainee within normal voice communication during line clearing operations aloft when the line clearance tree trimmer or line clearance tree trimmer trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts or (a) when branches or limbs being removed cannot first be cut with a pole pruner/pole saw sufficiently clear of the primary conductors and apparatus so as to avoid contact, or (b) when roping is required to remove branches or limbs from such conductors or apparatus. This does not apply to utility workers engaged in tree trimming incidental to their normal occupation.
4. Tree workers shall maintain a minimum clearance of 10 feet (3m) from energized conductors rated 50 kV phase-to-phase or less. For conductors rated over 50 kV phase-to-phase, the minimum clearance shall be 10 feet plus 4/10 inch (3m plus 10mm) for each kilovolt over 50 kV.
5. Ladders, platforms, and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.
6. When an aerial lift device contacts an electrical conductor, the truck supporting the aerial lift device shall be considered as energized, and contact with the truck shall be avoided, except when emergency rescue procedures are being carried out. Only those people who have been properly trained about electrical hazards should attempt emergency rescue.

Location and Schedule of Work

The City reserves the rights to change, add, or delete areas or quantities to be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is conditioned upon the total amount of funds budgeted for tree trimming. The City shall give notice to the contractor of the areas to be trimmed, the approximate number of each size of tree to be trimmed in the area, and the total amount of the annual trimming contract, which shall not be exceeded by the contractor. Trimming operations shall commence on or after May 1, 2010 and shall be completed no later than April 30, 2011. Tree removals shall begin within two (2) weeks of contract execution, weather permitting, and shall be completed within a two (2) week period, unless otherwise authorized by the City. Failure of the

contractor to comply with the approved trimming schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

Working Hours

The contractor will schedule work between the hours of 7:00 a.m. and 4:00p.m., Monday through Friday, unless otherwise authorized by the City.

Subcontracts

The contractor will not be allowed to subcontract work under this contract unless the City grants written approval. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the contractor. The authorization of a subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice had been given directly to the contractor.

Certified Arborist

The City contracts with a certified Arborist for advice on the maintenance and planting of all trees within the city right-of-ways. The Arborist makes the final determination on all tree removals and methods of tree trimming. The Arborist may consult with the tree trimming crew on occasion if concerns arise about trimming procedures and/or the extent of trimming needed for certain species of tree. The Arborist works under the direct supervision of the Street Superintendent. As such, the tree-trimming contractor shall follow any suggestions or advice given by the Arborist.

Execution of Contract

1. The successful bidder shall, within fifteen (15) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the City on forms as included within the bidding documents for the performance of work awarded him and shall simultaneously provide the appropriate bonds, indemnities and insurance required hereunder.
2. The contract, when executed, shall be deemed to include the entire agreement between the parties, the contractor shall not base any claim for modification of the contract upon any prior representation or promise made by representatives of the City, or other persons.

Pre-Bid Inspection

1. For the purpose of familiarizing bidder with the project, answering questions, and issuing addenda as needed for clarification of the bidding documents, a pre-bid inspection may be arranged by the contractor with the City Street Department before the bid date.
2. The City will assist all interested bidders by conducting a tour of various areas in which the tree work is to be scheduled for the purpose of training, coordination, and clarification of work specifications.

Contract Supervision

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for any work or materials shall be allowed unless covered by written agreement.

Daily Documentation of Work

The contractor shall submit a daily report to the City each day on a form approved by the street superintendent that outlines one or more of the following:

- **Tree Trimming** - Document the street that the work was done on, the cross streets it was within, the count of trees trimmed, the hours worked, and the number of employees and equipment used on the job.
- **Tree Removal** - The exact address of each tree removed, the number of hours worked, and the crew and equipment count.
- **Stump Removal** – The exact address of each stump removed and a daily count.
- **Emergency Work** - Use the aforementioned form format.

Work Crew Supervision

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the City. Failure of the supervisor to act on said directive shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

Payments

Partial billings are acceptable, but not more than every two (2) weeks. Payment is made according to actual number of prunings, removals, stumps ground and/or hours worked, since these totals may vary from estimated quantities. Ten percent (10%) of each invoice is withheld until contractor's work is completed

to the satisfaction of the City. Billing for work along any street may not be made until contractor completes all work on that street, except hourly work.

Contract Termination

The City shall have the right to terminate a contract, or a part thereof, before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
3. The contractor is not adequately complying with the specifications.
4. Proper arboricultural techniques are not being followed after warning notification by the City or its authorized representatives.
5. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.
6. The contractor, in the judgment of the City, is unnecessarily or willfully delaying the performance and completion of the work.
7. The contractor refuses to proceed with work when and as directed by the City.
8. The contractor abandons the work.

Indemnification

The successful bidder awarded the contract shall be required to sign an indemnification statement, a copy of which is attached for review (**See Appendix A**).

Insurance Conformance

The contractor shall meet and maintain throughout the term of the contract all of the City's minimum insurance requirements for contractors working in the street right-of-way as set forth in Administrative Memo No. 8-78.

(Appendix A)

Indemnification

I, the contractor, agree to indemnify, hold harmless, and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply to cases where the contractor has not been provided with timely notice. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contract with the City's trees by persons (other than employees of the contractor engaged in work contemplated by this agreement) who are in or about such trees.

Date: _____

By: _____

Print or Type Name & Title

Company Name

Address

City, State, Zip Code