



## **Request for Proposals**

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### **Town of Georgetown Tree Removal**

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**Issue Date:  
August 27, 2014**

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**Deadline for Submissions:  
September 12, 2014**

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# **TREE REMOVAL AND PRUNING SPECIFICATIONS TOWN OF GEORGETOWN**

## ***I. Scope of Work***

To provide all labor, supervision, equipment, services, and expertise necessary to perform urban forestry maintenance work in the Town of Georgetown as specified herein. Since this work is of a potentially dangerous nature, and requires special expertise, it is to be performed by a contractor that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractors must have been in business for at least five years. The Town will require proof of Contractor's involvement in tree service work. The contractor has the responsibility to:

- A. Remove or prune designated trees.
- B. Reserve work space along streets.
- C. Grind out stump when tree is to be removed.
- D. Remove excess material and clean up site.
- E. Guarantee that specifications be met.
- F. Keep work site safe at all times.

## ***II. Definitions***

**Reference:** Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs.

**Specified:** Means as “specified” in the invitation to bid.

**ANSI Z-133:** American Standard of Tree Worker Safety.

**ANSI A300:** Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance.

**Town:** Town of Georgetown, Delaware.

**Town Administrator:** The Town's representative that will administer the technical aspects of this tree pruning and removal contract. The Town administrator for this contract is the Director of Public Works, or his designee.

**Contractor:** A company that earns the majority of its annual revenue for pruning, removing, or maintaining trees and/or shrubbery.

## ***III. Work Procedures***

A. **Equipment:** All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, devices, chippers, hand tools, aerial and other equipment and supplies which are necessary to perform the work as outlined in these specifications. The Town may inspect such equipment or agreements prior to the awarding of a contract.

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**B. Tree Location:** Work limited to trees located on all public rights-of-way and Town-owned property. All work under this contract shall be assigned by supplying the Contractor with a list of trees that have been marked with blue paint for priority pruning or red paint if tree is to be removed. All other trees on list are to be pruned for vehicular and pedestrian traffic. The Town reserves the right to change, add, or delete areas or quantities to be pruned or removed as it deems to be in its best interest. Pruning and removal operations will commence no later than thirty (30) days after the contract has been awarded and will be completed no later than 90 days after work has begun. The Contractor will be responsible for notifying the appropriate utility authority before removing trees growing in the utility wires. Contractor will be responsible for any damage to utilities during the removal or pruning process.

**C. Public Relations:** An information sheet will be sent by the Town Administrator to the property owners.

**D. Supervision:** Contractor consults with the Town concerning details of scheduling of all work. Contractor has a competent person in charge of his work at all times to whom the Town may issue directives and who shall accept and act upon such directives, and who reads, speaks, and writes English competently. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of contract unless such directives would create potential personal injury or safety hazards.

**E. Inspections:** The Town is called at (302) 856-7391 before 8:30 a.m. on mornings of each working day and told exact location of that day's work. The Town inspects work at its discretion and is requested by letter, five days in advance of the completion of this contract, to provide a final inspection.

**F. Tree Damage:** Climbing irons, spurs, or spikes are not used on trees to be pruned. Any tree damage caused by contractor is repaired immediately at no additional expense to the satisfaction of the Town Administrator. Trees damaged beyond repair, as judged by the Town Administrator, are removed at no expense to the Town and replaced by a tree of size and species designated by the Town Administrator at no additional expense to the Town or the dollar value of such damaged trees, as determined by the Town Administrator, is deducted from the monies owed the Contractor.

### **G: Pruning Specifications:**

- ~~1. Conforms to latest revision of standards of National Arborist Association, ANSI A300. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts should remain firmly attached.~~
- ~~2. All branches too large to support with one hand shall be pre-cut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.~~
- ~~3. Treatment of cuts and wounds with wound dressing or paints has not been shown to be effective in preventing or reducing decay and is not generally recommended for this reason. Wound dressing over infected wood may stimulate the decay process. If wounds are painted for cosmetic or other reasons, then material non-toxic to the cambium layer of meristematic tissue must be used. Care must be taken to apply a thin coating of material only to exposed~~

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~~wood. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be bark traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood), and margins shall be kept rounded.~~

- ~~4. Equipment that will damage the bark and cambium layer should not be used on or in the trees. For example, the use of climbing spurs (hooks or irons) is not an acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.~~
- ~~5. All cut limbs shall be removed from the crown upon completion of the pruning. Clean up of branches, logs, or any other debris resulting from any tree pruning shall be promptly and properly accomplished.~~
- ~~6. The work area shall be kept safe at all times until the clean up operation is completed. Under no condition shall the accumulation of brush, branches, logs, or other debris be allowed upon a public property in such a manner as to result in a public hazard. Trees impeding vehicle or pedestrian traffic should be raised up a least 13 feet over streets and 8 feet over sidewalks. Trees obstructing control devices (stop signs, yield signs, and traffic lights) should be trimmed to allow for adequate visibility. *(Not applicable to this project.)*~~

### **H. Removal Specifications:**

1. Removals will include topping and other operations necessary to safely remove the assigned trees.
2. No trees or trunks are felled onto pavement.
3. Work includes removal of basal sprout and brush and weeds within three feet of the trunk.
4. The tree stump will be ground out to a depth of six (6) inches below the normal surface level including all surface roots. Immediately after grinding each stump, the grindings must be removed from the work area.
5. Adjacent sidewalks, lawns, streets, and gutters will be cleaned.
6. Backfill consisting of clean earthen soil should be used to fill the cavity, free of debris, to normal ground level and seeded with an approved seeding mix. Do not backfill with wood chips.
7. All labor, supervision, equipment, materials, and supplies necessary for the execution of this work must be provided for by the contractor at no additional cost to the town.
8. All debris disposal will be provided by the contractor at no additional cost to the town. The chosen contractor will be required to follow the ANSI Z-133 Standards for tree worker safety. If a contractor is not aware of these standards, copies can be provided by the Town of Georgetown.

**I. Traffic Control:** Is total responsibility of Contractor and is coordinated with the proper department of the Town of Georgetown. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Town and is coordinated with the appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

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**J. Utility Agencies:** Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. The Town provides a list of principal contacts and telephone numbers for public and private utility organizations. Tree trimming and removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work will not be the responsibility of the Contractor.

**K. Safety:** Work conforms to the latest revision of American National Standards Institute Standard Z-133.1 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush). At the time a contract is entered into, the Contractor shall certify in writing to the Town that all Contractor's employees working on this job are either 'Qualified Line Clearance Tree Trimmers' or 'Qualified Line Clearance Tree Trimmer Trainees', as defined in the above ANSI Z-133.1 Standards.

**L. Clean Up:** Clean-up procedures are completed within two hours after debris have been placed around the site of each tree requiring pruning or removal. The work site is left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees are kept off private property. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree maintenance operations. Wood may be left for residents, but that not taken must be disposed.

**M. Damages:** Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the Town at no cost to the Town.

**N. Insurance:** Contractor shall be fully insured as specified and shall be completely covered by State Workers' Compensation during the life of this contract. The Contractor shall have liability insurance in the amount of \$1,000,000.00 for each occurrence and shall name the Town as an additional insured on its policy for the work being performed in the Town of Georgetown.

**O. Payments:** Partial billings are acceptable, but not more frequently than every two weeks. Payment is made according to actual number of stumps removed. Ten percent (10%) of each invoice is withheld until Contractor's work is completed to the satisfaction of the Town. Billing for work along any street may not be made until Contractor completes all work on that street. At the discretion of the Town, one-half of the ten percent (10%) retainers may be held until spring if enough snow is on the ground that a proper inspection of sites cannot be conducted. When an inspection is done and the Contractor, as directed by the Town, corrects any problem that may occur, the remainder of the retainer will be paid.

**P. Working Hours:** The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless authorized by the Town to do otherwise.

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**Q. Subcontracts:** The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Town. The Subcontractor, as approved, shall be bound by the conditions of the contract between the Town and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All directions given to the Subcontractor in the field shall bind the Contractors as if the notice had been given directly to the Contractor.

**R. Execution of Contract:** The successful Bidder shall, within five (5) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the Town on forms included within the bidding documents for the performance of work awarded him and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder. 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 promises made by representatives of the Town, or other persons.

**S. Discontinuance of Work:** Any practice obviously hazardous as determined by the Town shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

**T. Observance of Laws, Ordinances, and Regulations:** The Contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts and competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules, and regulations as they relate to hiring, wages, and other applicable conditions of employment.

**U. Supervision:** This contract will be under the direct supervision of the Town or its authorized representatives. Any alteration or modifications of the work performed under this contract shall be made only in written agreement between the Contractor and the Town-authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

~~**V. Bidding Specification and Contractual Terms:** Tree maintenance work done under the direction of this contract shall be bid on forms as provided by the Town. (*Not applicable to this project.*)~~

**W. References:** Municipal tree pruning and removal experience is required. The bidder will provide a list of municipal governments that it has serviced in the past five years with a contact person listed.

**X. Award:** For a bid to be considered, prices must be quoted for the entire pruning and removal project.

**Y. Contract Termination:** The Town shall have the right to terminate a contract or a part thereof before the work is completed in the event:

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- i. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- ii. The Contractor is not adequately complying with the specifications;
- iii. Proper arboricultural techniques are not being followed after warning notification by the Town or its authorized representatives;
- iv. 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;
- v. The Contractor in the judgment of the Town is unnecessarily or willfully delaying the performance and completion of the work;
- vi. The Contractor refuses to proceed with work when as directed by the Town; or
- vii. The Contractor abandons the work.

**Z. Indemnification:** I, the Contractor, agree to indemnify, hold harmless, and defend the Town from and against any and all loss, damage, or expense which the Town may suffer or for which the Town may be 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 in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the Town for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the Town's trees by persons (other than employees of the Contractor engaged in the work contemplated by this agreement) who are around such trees.

## ***VI. Work Summary***

Tree Removal:

1. Elm – Southeast quadrant of The Circle. Contractor to ensure protection and restoration of any gutter, curb, lawn and/or landscape area impacted before, during and after tree removal.

## ***V. Bid Due Date***

All bids are to be submitted in writing on/before Friday, September 12, 2014, to:

Town of Georgetown  
Attn: Tree Removal  
39 The Circle  
Georgetown, DE 19947