

CITY OF WORCESTER

BID SPECIFICATIONS FOR

TREE REMOVAL CITY STREET/ PARKS/ CEMETERY AND OTHER PUBLIC TREES, TRUNKS, AND GRINDING OF REMOVED TREE STUMPS

VARIOUS LOCATIONS

**CITY OF WORCESTER
DEPARTMENT OF PUBLIC WORKS AND PARKS
PARKS, RECREATION, AND CEMETERY DIVISION
WORCESTER, MASSACHUSETTS
2022 - 2024**

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SECTION ONE

GENERAL CONDITIONS

1. **Scope of Work** - Provide all labor, materials, equipment, supervision, and other services and permits required to complete the work in accordance with the specifications for “TREE REMOVAL CITY STREET/ PARK/ CEMETERY AND OTHER PUBLIC TREES, TRUNKS, & GRINDING OF REMOVED TREE STUMPS – VARIOUS LOCATIONS” as prepared by the City of Worcester hereinafter referred to as the “Owner”.
2. **Superintendence, Skilled Labor, and Employees** - The Contractor shall assign a suitable superintendent to this contract for its duration. He/ She (the superintendent) shall be present at all times while the work entrusted to him/ her is in progress, and shall be thoroughly knowledgeable and informed concerning every aspect of this work. The tree climbers and groundspersons and all others employed by the Contractor shall be skilled, experienced, and trained in the particular scope assigned to them.

The Contractor shall possess a valid International Society of Arboriculture certification. A photocopy of this certification must be submitted within five (5) days of the notice of award of contract.

As per Notice to Bidders, Page 4, Items 15 the Bidder must secure and must provide certificates of insurance certifying that they have the minimum coverage specified.

The Contractor shall be responsible for knowing and fulfilling all applicable local, state and federal laws, OSHA, and any and all regulations concerning the performance of this contract. The Bidder/ Contractor shall immediately advise the Owner or his designated agent of any changes in laws as they may affect the performance of this contract. In addition, the contractor shall keep accurate and complete records of all work performed under this contract, such records shall be available for inspection by the Owner.

The Contractor shall furnish the Owner, upon request: resumes, licenses, credentials, etc., of the employees working on this contract.

If any person employed on this contract is insubordinate, or appears to the Owner to be incompetent or disorderly, he shall be discharged immediately on the demand of the Owner, and shall not be employed on the work without the approval of the Owner.

3. **Examination of the Sites** – The Contractor shall be expected to visit the sites designated for removal (as assigned) and examine the existing conditions that affect all or part of the work. Failure to do so will not relieve the Contractor from furnishing the necessary labor, equipment, and materials or performing any work required to complete the contracted scope in accordance with the specifications. Note: this scope involves the removal of City street/ park/ cemetery and public trees, trunks, and grinding of remaining stumps at various locations within the public right of way and/or on City property. All bidders must thoroughly acquaint themselves with these limitations and include in their pricing all-necessary and specified materials, labor, equipment, and safety apparatus to complete tree removals and stump grinding.
4. **Time for Completion** – This is a unit price contract, with various scopes defined and estimated quantities provided for the convenience of the Owner. This work shall be: assigned on an as-needed basis; contingent on funding (a signed City of Worcester Purchase Order); and ordered

by the Owner or his designated agent as per the demands of Forestry Division, to maintain the urban forest and protect public safety within the public right of way and/or on City Property. The contractor shall commence work under this scope of services within five (5) days of the receipt of the notice to proceed issued by the DPW & Parks, Parks, Recreation and Cemetery Division and continue this work until complete. These notices to proceeds shall be issued from time to time during the life of this contract and shall list the location of work exhibiting the size of the tree to be removed and the associated contract unit prices. Failure to respond in the designated time period may result in the City holding the Contractor in breach of contract. Note: Other City Departments may also access this contract and contract unit prices (with a respective signed City of Worcester Purchase Order issued by their Department) to perform similar work on City properties under their jurisdiction.

5. **Emergency Work** - In the event of an emergency declared by the Owner's Representative, or in a state of emergency declared by the City Manager, the Contractor shall supply the specified/ requested equipment and manpower to remove City trees as per the specification and contracted unit prices within 24-hours upon receipt of either facsimile transmission or a phone call requesting such services. Failure to respond in the designated time period may result in the City holding the Contractor in breach of contract.
6. **Performance Bond:** A performance bond shall not be required for this contract.
7. **Night, Saturday, Sunday, or Holiday Work** - Night, Saturday, Sunday, or Holiday Work will be permitted only to the extent that is absolutely necessary, and only with the written consent of the Owner. Standard hours shall be Monday through Saturday from 7:30 A.M. to 3:30 P.M. Schedules must reflect these parameters.
8. **Weather Conditions** – The Contractor shall be responsible to employ all means and measures to perform this work as assigned at all times during a calendar year. No work shall be done when, in the opinion of the Owner, the weather or conditions are unsuitable. Any delay or interruption in the work due to weather conditions must be documented, submitted in writing, and approved by the Owner in order to extend the time for completion.
9. **Guarantee** - The Contractor shall guarantee all work performed under this Contract against all defects of workmanship for the period of one (1) year after acceptance by the Owner. Under this guarantee, Contractor shall return to complete the work to the satisfaction of the contract if it is determined the work was not done in conformance with the specification.
10. **Provisions Required by Law Deemed Inserted** - Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were inserted therein; and if, through mistake or otherwise, any provision is not inserted or is not correctly inserted, then, upon the application of either party, the contract shall be forthwith physically amended to make such insertion or correction.
11. **Or Equal** – Not Applicable
12. **Laying Out Work** – Not Applicable
13. **Schedule of Work** – See General Conditions, Item #4.

14. **Scope of Work Modifications** - The Owner reserves the right to lessen or to add to the estimated quantities of this contract. In either case, this shall be accomplished through the application of the contracted unit prices.

15. **Insurance Requirements:** The Contractor will be required to maintain the following Insurance as part of this Contract and name the City of Worcester as an additional insured:

- a. PUBLIC LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$1 million occurrence / \$2 million aggregate.
- b. PROPERTY DAMAGE INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit of \$1 million (all owned, hired and non-owned autos).
- c. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under worker's compensation insurance policies.

16. **Owner's Representative** - The term Owner's Representative for the intent of this contract for "TREE REMOVAL CITY STREET/ PARK/ CEMETERY AND OTHER PUBLIC TREES, TRUNKS, & GRINDING OF REMOVED TREE STUMPS – VARIOUS LOCATIONS", shall be the City of Worcester's DPW & Parks; Parks, Recreation, and Cemetery Division, and accordingly, the Commissioner, Assistant Commissioner or his duly assigned agent.

- a. Protection of Persons and Property - The Contractor shall perform all work in a safe and orderly manner and shall protect all existing areas and City trees (designated to remain) from damage, repairing and or replacing any damage caused by him at no cost to the Owner. Through the erection of warning signage, and/ or other approved and mandated means required, he/she (the Contractor) shall protect from injury all persons and or vehicles passing and/ or moving by the site. If necessary, based on the all applicable law, statute, and regulation, he shall provide security fence and enclosures as required by job conditions to insure protection of persons, materials, and work on the site. The Contractor shall safely protect the property of the City and all adjacent property from loss or damage as a result of his work and shall repair or replace any damage, injury, or loss resulting from this Contract at no additional cost to the Owner.
- b. Traffic - The Contractor is warned he must carry on his operations in such a manner to allow full, uninterrupted traffic flow on the streets of the work site at all times. The Contractor shall provide, coordinate, and pay for all off-duty police officer assignments required for work under this contract, as determined by need the Contractor and the Owner.
- c. Safety Regulations - The Contractor shall conduct all of his operations in strict accordance with all applicable OSHA (i.e. OSHA 1910.269 CFR, etc. and any updates or additional regulations) and State safety regulations. The Contractor shall assume the entire responsibility for the safety of employees, during his/ her implementation of the scope specified and shall be responsible for any and all injury resulting from the failure thereof.

17. **Utility Company Coordination** – Contractor to coordinate with all utility companies to relocate, remove, and or protect any and all utility conflicts due to the designated removal of a City tree, trunk, and grinding of the stump as per the terms and conditions of this contract.
18. **Payments** - To be as follows or as mutually agreed upon: Application for payment or invoice to be submitted (referencing the specific P.O.) at the completion of the assigned work. This amount shall account for no more than the assigned work and the respective applied contracted unit prices. Payment (retention) may be withheld at the discretion of the Owner on account of the one or more of the following: defective work not remedied; claims filed failure of the Contractor to make payments in a timely manner to subcontractors or for labor, material, or equipment, and / or unsatisfactory prosecution of the work by the Contractor.
19. **Guarantees and Warrantees** - The Contractor and his subcontractors (if applicable) shall guarantee their workmanship for one year after completion and acceptance by the Owner, and shall make good, without any cost to the Owner, any defect that may occur during this period (see Item #9).
20. **Permits, Fees, and Notices**
- a. Permits and Fees - The Contractor shall secure and pay all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work which are customarily secured after the execution of a contract and which are legally required based on the scope of work.
 - b. Notices - The Contractor shall give all notices and comply with all laws, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
21. **Precedence of Documents** – Not Applicable
22. **Shop Drawings and Samples** – Not Applicable
23. **Wage Rates** - Minimum Wage Rates under provision of Section 26 and 27D of Chapter 149 of the General Laws are attached and Part and Parcel of this bid.
24. **Liens** - Payment shall not be released by the Owner to the Contractor until such time as a complete release of all liens arising out of this contract, or receipts in full (in lieu thereof), and if required in either case, an affidavit that, so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond, satisfactory to the Owner, to indemnify it against any liens. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that latter may be compelled to pay in discharging such a lien.
25. **Project Clean Up** - At all times the Contractor shall keep the premises free from accumulated waste materials and/ or rubbish caused by his operation. At the completion of a work day he shall remove his waste materials from and about the premises as well as his tools, equipment, machinery, and surplus materials. Should the Contractor leave the premises in a disorderly condition, the Owner will undertake the clean up work and the cost of such work shall be deducted from the payment to the Contractor.

26. The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably, any moneys hereunder or its claim thereto, without previously written consent of the Owner.

END OF SECTION

TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR TREE CITY STREET/ PARKS/ CEMETERY AND OTHER PUBLIC TREES, TRUNKS AND GRINDING OF REMOVED TREE STUMPS,

VARIOUS LOCATIONS

Scope of Work - Provide all labor, materials, equipment, supervision, and other services and permits required to complete the work in accordance with the specifications for “TREE REMOVAL CITY STREET/ PARK TREES, TRUNKS, & GRINDING OF REMOVED TREE STUMPS – VARIOUS LOCATIONS” as prepared by the City of Worcester hereinafter referred to as the “Owner”.

General Information:

- Exact quantities are unknown and the final number of trees to be removed will be determined on an as needed basis throughout this 3 year contract.
- Contractor to provide a 24-hour emergency telephone numbers where key personnel can be reached at all times without delay.
- The awarded contractor will be required to meet all requirements of the United States Department of Agriculture, Asian Longhorned Beetle Eradication program. This will include completion of compliance training and the any other requirements as set forth by the programs regulations. It will be the responsibility of the contractor once awarded to contact the USDA to schedule all trainings and review requirements.
- Any damages caused by the actions of the contractor to pavement, street, sidewalk, grass areas (grass islands & medians or other grass areas) or private property must be repaired to the satisfaction of the Owner and the cost shall be borne by the contractor, no exceptions.
- Minimum equipment required for this contract: All equipment must meet the current ANSI, Federal and State specification, as applicable, including dielectric inspections:
 - Logging Truck (s)
 - Truck (s) with aerial bucket for topping (65 foot minimum height unit must be available)
 - Commercial grade chipper (s) for disposal of brush.
 - Power saws.
 - Commercial grade stump grinder (s).
- Within each unit tree removal bids will be divided into five (5) classes based on trees being measured at a diameter at breast height.
 - 2.0” – 4.9” DBH
 - 5.0” – 8.9” DBH
 - 9.0” – 19.9” DBH
 - 20.0” – 35.9”DBH
 - 36.0 + DBH

Tree Removal:

- All trees shall be identified prior to being removed.
- Topping of trees - the branches shall be removed from the trunks and immediately chipped to the USDA Asian Longhorned Beetle regulatory compliance specification. (One (1) inch in diameter in two dimensions) All material shall be disposed of in accordance with all applicable law, regulation, and statute. No exceptions. Contractor shall be required to provide certified slips verifying legal disposal.
- Removal of trunk and grinding of stumps - after the branches have been removed, the trunk shall be removed and the stump shall be ground with the least possible disturbance to the surrounding area and immediately disposed of by the contractor. Contractor shall be required to provide certified compliance slips verifying legal disposal.
- The awarded contractor's lawful disposal of all wood waste generated as a result of this contract must be done in accordance with all applicable law, code, statute, and regulation. All disposal of logs, stumps, etc. must be in accordance with provision of Chapter iii, Section 150a of the General Laws as well as the USDA Asian Longhorn Beetle eradication program. The contractor shall be required to provide slips verifying legal disposal.
- Any damages caused by the actions of the contractor to pavement, street, sidewalk, grass areas (grass islands & medians or other grass areas) or private property must be repaired to the satisfaction of the Owner and the cost shall be borne by the contractor, no exceptions.
- The Contractors will be required to supply, to temporarily install, and to remove temporary postings on these streets and at these locations prior to specified work (See Item 4, "Schedule of Work"). These signs shall be a minimum of 18" X 24", be professionally prepared by an approved sign maker, shall be manufactured/ composed of materials (plastic, aluminum, vinyl, etc.) that are suitable for exterior, exposed conditions, shall be bright (orange or safety green in color with black lettering), legible, and neat in appearance for the duration of the contract, and shall be attached to elements within the City's right-of-way via approved, suitable, reversible means such as quick-ties, etc. The signs shall read "Emergency Forestry Work – No Parking per Order of the Chief of Police, City of Worcester Department of Public Works and Parks, Forestry Operations" and include the City Seal. Font size and final wording will be refined and will be approved through the submittal process detailed in Item 22 "Shop Drawings and Submittals". Signs shall be posted in sufficient quantities in the locations of proposed work and well in advance of proposed work (minimum of 24 to 48 hours). Signs shall be removed immediately upon completion of said work at said location. At the completion of this entire project, all signs shall be turned over to the Owner.

Stump Grinding:

- Stump grinding - all stumps to be completely ground 10" below finish grade including all associated/ adjacent above ground roots that are part of each stump.
- Contractor must adhere to the regulations of the USDA and the Asian Longhorn Beetle eradication program.
- The DBH shall be determined by the Owner, and shall be the DBH of the tree to be removed. If there are questions regarding the DBH, the Contractor must/shall ask for a review of the tree by the Owner before any and all work is started.
- These stumps may be in lawn areas (tree belt), in sidewalk tree pits, and or in sidewalks. In each and every case, per Item 3 "Examination of the Sites", it is the Contractor's full responsibility to determine the proper means and methods to achieve the net results of the grinding of the stump completely, to include exposed root systems that extend well beyond the mass of the stump. The Contractor will not be responsible to remove roots and/ or stumps that extend under sidewalks or finished paving surfaces. However, the Contractor will be responsible to provide removal of the stump to 10" below finish grade right up the very edge of the finished paving surface.
- The Contractor shall use the wood waste generated from each stump to bring each ground stump up to the finish grade of the area in which the stump was located. Except when it comes to elms, for all elm tree stumps the contractor shall use wood waste from other locations.
- The stump shall be taken out with the least possible disturbance to the surrounding area and all materials that are the result of this removal shall be immediately and legally disposed of by the Contractor at his full expense. If the stump is an elm, this shall be disposed of in accordance with all applicable law, regulation, and statute. No exceptions. Contractor shall be required to provide certified slips verifying legal disposal.
- The awarded contractor's lawful disposal of all wood waste generated as a result of this contract must be done in accordance with all applicable law, code, statute, and regulation. All disposal of logs, stumps, etc. must be in accordance with provision of Chapter iii, Section 150a of the General Laws as well as the USDA Asian Longhorn Beetle eradication program. The contractor shall be required to provide slips verifying legal disposal.
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