

Tree Pruning and Contract Specifications

The undersigned Contractor agrees to furnish to the _____ Cemetery, hereinafter referred to as the "Cemetery", tree pruning and removal services conforming to the specifications attached hereto, with such exceptions or modifications, as are herewith set forth, in accordance with the terms and conditions set forth herein.

SECTION 1 - GENERAL TERMS AND CONDITIONS - To provide all necessary transportation, supervision, labor, licenses, tools, equipment, services and expertise to apply to pruning and removal of evergreen and deciduous species as directed in this specification. It is required of the contractor to provide the necessary equipment and crews to complete the work in the specified period.

A. Prebid Meeting

For the purpose of familiarizing bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding documents, a Prebid meeting will be held at the _____. All interested bidders are urged to attend.

B. Examination of Site

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles, which may be encountered, and all other relevant matters concerning the work to be performed and the type of removals required under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as possible, such methods and means as will not cause any interruption or interference with any other contractor.

C. Pre-Construction Meeting

Once contract has been awarded and notice to proceed is issued, a pre-construction meeting will be held to review project specifications.

D. Basis of Payment

The contractor shall be paid for the work upon completion as described herein.

E. Starting and Completion Requirements

Work shall begin under the contract within one week of the date of notice to proceed. All contract work shall be completed by _____. The contractor shall not be entitled to any claims against the Cemetery for damages for hindrances or delays, from any cause whatsoever, in the progress of the work or any portion thereof.

The time for completion of the work may be extended upon written request from the contractor to the contract administrator, provided request is based on delays or suspensions that are not of the contractor; and such delays shall include, but not limited to acts or neglects of the Cemetery or others performing additional work, or to fires, floods, abnormal weather conditions, epidemics or other acts of nature; or the request is based upon a significant change in the scope of the work which has been approved by the Cemetery, shall be the equivalent number of working days or lost hours or in proportion to the amount of extra work compared to the amount of the original contract. Request for extensions in completion dates shall be made within twenty (20) days of occurrence. The contractor shall, at the time of submitting a request for extension, also submit supporting documentation justifying the request.

Time lost due to delays caused by subcontractors, an inadequate work force, or failure of the contractor to properly supply or place orders for equipment or materials will not be justification for extensions of time.

F. Working Hours

The Contractor will schedule work between the hours of 7:30 a.m. and the hours of 4:30 p.m. Monday through Friday, unless otherwise authorized by the Grounds Manager.

G. Inspection of Work

All work must be completed to the satisfaction of the Grounds Manager, or his/her representative and any questions as to proper procedures or quality of workmanship will be resolved by same.

H. Damage to Property

Any damage to property as the result of the Contractor's operations shall be the responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Grounds Manager, the Cemetery reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as any be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor. The Contractor shall inform the Grounds Manager of any damage caused by the contractor's operation on the day such damage occurs.

I. Discontinuance of Work

The Cemetery shall have the authority to suspend the work, wholly or in part by written order for such period as the Cemetery may deem necessary due to unsuitable weather, due to conditions unfavorable to funerals, or due to failure on the part of the contractor to carry out orders given or to comply with any provisions of the contract documents. Any practice obviously hazardous, as determined by the Grounds Manager, or his/her representative, shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

J. Personnel and Equipment

The contractor shall supply all material, equipment and personnel necessary for the performance of this contract.

All equipment must be in compliance with bid specifications and all applicable federal, state and local rules and regulations.

All bidders must have in their possession or available to them by formal agreement at the time of bidding all necessary equipment. Devices, tools, materials and supplies necessary to perform the work specified herein.

Bidders shall derive all or a majority of their income from arboriculture work. No day labor or temporary part-time workers/employees shall be used in the performance of the contract. Only qualified permanent full-time/part-time employees trained and experienced in doing the required arboricultural work of this contract shall be used under this contract.

The contractor shall provide the necessary crews made up of a combination of equipment and personnel to complete contract specifications as specified in completion schedule.

Individuals found not to be following the intent of these specifications shall be removed from the work site at the request of the Cemetery.

K. License Requirement

A current City of _____ Business License is required throughout the life of the contract. A license may be obtained through the office of the City Clerk.

L. Certified Arborist

As a minimum, the crew supervisor(s) must be a current International Society of Arboriculture (ISA) Certified Arborist. Their names and certification number(s) must be included in the bid document to be considered for this project. Any change in the status of the "certified" individual(s) during the life of this contract must be reported to the State at the time of occurrence. All certification numbers will be verified through the ISA's office. Failure to have a certified arborist on site at all times shall result in termination of the contract.

M. 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 Cemetery.

N. Safety Standards

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-1994 and A300-1995, or as amended.
2. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Cemetery Grounds Management Office. The Contractor is responsible to have vehicles moved during arboriculture work.
3. The contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All placement of cones, signs and barricades must conform to the American Traffic Safety Standards. Flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.

O. Tree Locations

Trees to be pruned will be those designated by the Grounds Manager. A list of trees to be pruned and removed are mapped and a list is attached.

P. Debris and Chip Disposal

Disposal of all logs, limbs, chips and debris generated by work described within this contract will be the responsibility of the contractor. Refer to Section 2 - Tree Pruning Specifications, Par A and B for specific disposal methods.

Q. Questions

All questions should be directed to:

SECTION 2 - TREE PRUNING SPECIFICATIONS

A. Pruning and Disposal

1. All pruning shall follow National Arborist Association Class II Pruning Standards for Shade Trees, an overview of which includes the following:
 - a. To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
 - b. To remove all interior interfering branches, and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
 - c. To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
 - d. To remove trunk suckers and water sprouts especially where they are present above the upper one half (1/2) of the tree.
 - e. To improve the appearance of the trees trimmed.
2. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.
3. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter shall be pruned with hand and/or hydraulic pruning tool only.
4. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

5. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
6. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree pruning operations on live trees.

The Contractor shall remove all tree limbs and tree debris from the site and dispose of these limbs and debris outside the grounds of the Cemetery, in accordance with applicable ordinances and regulations of the City of _____, _____ County and the State of Arkansas.

The Contractor shall refrain from the practice of "free falling" the trees. All trees shall be limbed out prior to the final cutting of the trunk. Headstones, lights, streets and other manmade structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

Limbs and trunks temporarily placed in the boulevard areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable and under no circumstances shall these materials be allowed to lay on the boulevard or in the park overnight. The penalty for limbs and branches and logs left overnight shall be \$100.00 per site per night.

All infectious diseased or parts of dead trees possibly harboring vector of infectious diseases shall be removed from the Cemetery Grounds and shall become the Contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances.

B. Site Clean-Up

The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, parkway, and cemetery plots with appropriate tools for the job. Aside from the stump left, the site shall be returned to the same state it existed in prior to the removal.

C. Protection of Property

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, or other real or personal property. Holes made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.

D. Protection of Overhead Utilities

Removal/pruning 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 operation. The Contractor shall make arrangement with the utility for removal of all necessary limbs, and branches which may conflict with or create a 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 shall not be the responsibility of the Contractor.

E. Additional Information

Each bidder shall be asked to provide the following data with their bid:

1. A statement of the items of equipment which the bidder proposes to use on the project, together with a statement noting which of these items of equipment the bidder owns, and separately, those items which are leased to the company.

2. Equipment List - Include manufacturer and model

A. _____

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

3. Name, employment status and number of personnel who would be employed to do designated tree work for the Cemetery.

<u>Person</u>	<u>ISA Certification#</u>	<u>Employment Status</u>	<u>Year/Months Employed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. At least three (3) Commercial references who can attest to the contractor's ability to fulfill this contract. Include names, addresses and phone numbers.

1. Contact Name: _____
Organization: _____
Address: _____

Phone: _____
2. Contact Name: _____
Organization: _____
Address: _____

Phone: _____
3. Contact Name: _____
Organization: _____
Address: _____

Phone: _____

Any bidder may be required by the Cemetery to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

SECTION 3 - BID SHEET

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Cemetery for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the Contract Documents considered severally and collectively.

The undersigned contractor offers to provide the Cemetery tree pruning and removal services conforming to the specifications and in accordance with the terms and conditions herein specified.

Tree Pruning

Site	Size Class	# of Trees	Unit Price	Total
	8-12"	_____	_____	_____
	13-24"	_____	_____	_____
	25-36"	_____	_____	_____
	37" +	_____	_____	_____
	8-12"	_____	_____	_____
	13-24"	_____	_____	_____
	25-36"	_____	_____	_____
Project Total		_____		_____

B. Tree Removal

Site	Size Class	# of Trees	Unit Price	Total
	13-24"	_____	_____	_____
	25-36"	_____	_____	_____
	37" +	_____	_____	_____
GRAND PROJECT TOTAL		_____		_____

SUPPLIER: _____
 (Company Name)

 (Street)

 (City) (State) (Zip)

 (Contact Person and Phone/Fax Numbers)

ATTEST: _____
 Submitted by: (Signature) (Date)

 (Title) (Print Name)

ATTEST: _____ Cemetery
 (Signature) By: _____ (Name)
 _____ (Date)

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CEMETERY GROUNDS, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE STATE TO ACCEPT THE PRODUCT OR SERVICE.