

TECHNICAL SPECIFICATIONS REMOVAL OF TREES

Specifications for the labor, material, equipment, etc. required of the contractor in the removal of trees in the City of Lowell at such locations as directed by the Commissioner of Public Works from time to time.

GENERAL CONDITIONS:

1. The contractor will furnish all labor, materials, equipment, appliances, etc. necessary to complete the work according to the true intent and meaning of these specifications, by which the Commissioner of Public Works shall be the interpreter and his decision in all cases shall be final.
2. A sufficient number of mechanics shall be furnished by the contractor to complete the work in the shortest possible time.
3. To qualify, each bidder shall, to the satisfaction of the awarding authority:
 - a) Be experienced and responsible.
 - b) State his experience in tree trimming and removal as required by the State Department of Conservation.
 - c) List in detail all equipment owned or controlled by him that may be available for use on this project.
 - d) Be competent to complete the work as specified in a workmanlike manner
4. Work to be performed under this contract shall commence ten (10) days after the contract has been signed and the purchase order issued. The contractor shall cut down and remove to a dump site, to be designated by the Commissioner of Public Works, the trees herein referred to, together with their stumps, limbs, leaves, trash cuttings, and major root systems as hereinafter provided.
 - a) The stumps including the major root system of all trees directed to be removed on paved streets and/or sidewalks or other paved or hot topped areas shall be removed to a depth of six (6) inches below the surface of the pavement next adjacent to the site of removal.
 - b) Excavations caused by the removal of tree stumps in paved streets, sidewalks, or other paved areas shall be filled with approved fill and hot topped to the satisfaction of and as directed by the Commissioner of Public Works.

- c) Curbing required to be removed to permit the removal of stumps, roots, etc. shall be reset to the satisfaction of the Commissioner of Public Works.
- d) A curb of the hot topped material shall be used to form a curb at locations on paved streets where trees have been removed and curbing is not available for replacement.
- e) Excavations caused by the removal of trees in other than paved areas shall be backfilled as directed with approved fill and/or loam and be seeded, all to the satisfaction of the Commissioner of Public Works.
- f) It is intended by this specification to require that the area where any tree, stump, or root has been removed shall be reconstructed in such manner as will not detract from the appearance of the area next adjacent to the site of the removal and that the removal of a tree shall include also the removal of all branches, leaves, bark chips, or other parts or debris caused by said cutting, transportation removal or disposal.

The contractor shall maintain the whole work until all the work under the contract has been completed.

Special care shall be taken to avoid damage to existing walks, roadways, other trees, buildings, structures, overhead wires, or other property. Any damage done by the contractor shall be repaired by him at his expense.

The contractor shall take all reasonable precautions necessary to protect the public and its property from any injury or damage caused by his work. He shall so arrange his forces and regulate his operations that he shall leave the work at the end of each working period in a condition satisfactory to the Commissioner of Public Works. The work shall be done at such locations and in such order of precedence as may be directed from time to time by the Commissioner of Public Works.

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It is understood and agreed by the City and the Contractor that pursuant to the Code of the City of Lowell, Section 20-11, a contract performance record form must be completed on this contract by the department head or his/her designee, who is supervising this contract, and such contract performance record form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under this contract. If requested by the Contractor a copy of the contract performance record form shall be furnished to the Contractor.

The Contractor shall comply with the rate of wages as determined by the Department of Labor and Industries in connection with the terms of this Contract.

Attention is also called to the City of Lowell Residents Construction Employment Ordinance.

LIABILITY OF CONTRACTOR

The contractor shall take all responsibility of the work and take all precautions for preventing injuries to all persons and property in or about the work; shall bear all losses resulting to him on account of the amount or character of the work, or because of the nature of the land in or which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes; and he shall assume the defense of, indemnify and save harmless, the City of Lowell and its officers, agents, servants, from all claims relating to labor and materials furnished for the work, to injuries to any persons or corporation or property received or sustained by or from the Contractor and his employees in doing the work, and to any act, omission or neglect, of the Contractor and his employees.

PROTECTION OF THE PUBLIC

The contractor shall take all precautions to protect the public and travel from all inconvenience and/or injury. He shall erect barricades required for protective purposes and shall keep the same lighted at night. The contractor shall not cause any obstruction of roads or way without first securing permission of the Commissioner of Public Works. The contractor shall assume the defense of, indemnify and save harmless, the City and its officers, agents, and servants, from all claims of injury to any persons or corporation or property received or sustained on account of any obstruction of roads or ways or interference of travel on same.

CONTRACTOR'S LIABILITY INSURANCE

The contractor shall maintain such insurance as will protect him from claims under Workman's Compensation Acts and from any other claims for damages or personal injury, including death, which may arise from operations under his contract. Certification of such insurance shall be filed with the City and shall be subject to the approval of the City of Lowell for adequacy of protection.

EMERGENCY AVAILABILITY

In the event of an emergency, as determined by the Commissioner of Public Works, the contractor shall be available to perform work under this contract 24 hours a day, 7 days a week. To this end, the contractor shall be provided with a telephone beeper by the City and shall be able to respond at the request of the Commissioner of Public Works.

