

TECHNICAL SPECIFICATIONS TREE SPRAYING

Specifications for labor, material, tools, and equipment and approved chemical materials, etc. required to spray poison ivy, or other poisonous leaves, gypsy moths, box-elder bugs, mosquitoes, or other insects, as needed at various locations in the City of Lowell, as designated by the Commissioner of Public Works, or his designee, from July 1, 2016 to June 30, 2017.

Bids will be based on an hourly basis, according to the bid form. Hours are estimated for the equipment.

The Contractor agrees to provide sufficient fuel at all times, to keep the machine in constant operation, and shall, at all times, keep the machine in perfect repair.

The Contractor agrees that the work to be done under this Agreement shall be done to the personal satisfaction of the Commissioner of Public Works.

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 spray the trees as designated by the Commissioner of Public Works.

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.

PRICE

The number of trees to be cut is an estimated amount from prior years and if less quantity is removed, price per tree will apply. Size of all trees varies, therefore, price paid will be per bid. No listing of trees to be removed is available at this time.

REFERENCES

The City reserves the right to investigate the workmanship of Bidders based on prior work performed for the City or other Cities, Town or Companies. Contractors are to be required to submit at least three (3) references on forms provided within these specifications.

