

**EAST GOSHEN TOWNSHIP SPECIFICATIONS
FOR
TREE PRUNING and TREE REMOVAL
Bid Opening March 8, 2021**

1. Scope of Work

To provide all labor and equipment necessary to perform tree work on specified trees on East Goshen Township property, street right-of-ways and easements 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 work.

2. Definitions

ANSI Z133: Safety Standard

ANSI A300: Part 1- Pruning

Contractor: The company that has been awarded the contract for Tree Pruning and Removal.

Development: A subdivision of residential homes of a uniform size on lots of a uniform size that are typically constructed by a single builder. A development normally has street streets spaced at regular intervals.

Director of Public Works: The Township representative, or his designee, who will administer this contract.

Emergency Work: A tree removal or the removal of one or more limbs in order to mitigate a hazardous condition.

Township: East Goshen Township

3. Work Procedures

Equipment: All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, chippers, hand tools and other equipment, and supplies which are necessary to perform the work as outlined in these specifications.

Tree Location: Work is limited to trees located on Township property, street right of ways and easements.

Supervision: Contractor must have a competent person in charge of his work at all times to whom the Director of Public Works may issue directives and who shall accept and act upon such directives. Failure for this person 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 of safety hazards.

Inspections: The Director of Public Works may inspect work at its discretion. Immediate correction of any work not done to industry standards as noted by the Township will be communicated to the Contractor and will be performed by the contractor at no additional expense to the Township.

Tree Damage: Climbing irons, spurs, or spikes are not used on trees to be pruned.

Traffic Control: The Contractor shall be solely responsible for traffic control on Development streets and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to vehicular traffic within the work area. The Township will be responsible for traffic control on non Development streets.

Safety: All work shall conform to the latest revision of American National Standards Institute Standard Z133

Disposal of Debris: The Township will provide a location for the Contractor to dispose of the wood chips and logs.

3. Work Specifications

Tree Pruning

General: Conform to latest revision of ANSI A300. This work will typically take place in a Development, which has street trees planted at regular intervals.

Crown Cleaning: Prune out all dead and dying limbs, and weakly attached branches. Clumps of water sprouts may be either thinned or removed, depending on the tree structure and the need for new foliage growth because of previous damage.

Crown Raising/Clearance: Trees shall be pruned to maintain a 14-foot clearance over the streets and 8-foot clearance over sidewalks. A live crown ratio of at least 50% on each tree must remain after pruning.

Unforeseen Conditions: If, while pruning a tree, a problem is discovered which suggests that the tree should be removed, the Contractor shall notify the Director of Public Works and wait for a decision before resuming work on that tree.

Equipment and Labor: The tree pruning crew shall at a minimum consist of a bucket truck with operator, a chipper with operator and two ground laborers. Contractor must employ an ISA Certified Arborist and/or a Certified Tree Worker, who is on the work site at all times.

Tree Removal:

General: Removals will include topping and other operations necessary to safely remove the designated tree. The work may take place in a development, on a non development street in the Township, in a Township Park or other open space or in a Township easement. Work under this section may include the removal of one or more dead or damaged limbs from a tree.

Unforeseen Conditions: If, while removing one or more dead or damaged limbs from a tree, a problem is discovered which suggests that the tree should be removed, the Contractor shall notify the Director of Public Works and wait for a decision before resuming work on that tree.

Stump Grinding: The tree stump will be ground out to a depth of 6 inches below the normal surface level including all surface roots. Immediately after grinding each stump, the grindings must be removed from the adjacent sidewalks, lawns,

streets, and gutters.

Equipment and Labor: The Director of Public works shall approve the labor and equipment required by the Contractor to remove the tree. Contractor must employ an ISA Certified Arborist and/or a Certified Tree Worker, who is on the work site at all times.

Emergency Work: The Contractor shall have qualified personal who are able to respond and perform a tree removal or the removal of one or more damaged limbs in the event of an emergency.

Clean-up:

General: 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 or tree removal shall be promptly and properly accomplished. The work area shall be kept safe at all times until the clean-up operation is completed.

Disposal of Debris: The Township will provide a location for the Contractor to dispose of the logs and wood chips.

4. Bid Bond:

A bid bond is not required.

5. Performance Bond

The successful bidder will be required to obtain and post a Performance Bond for 50% of the bid amount in a form acceptable to the Township. The Performance Bond shall be submitted to the Township within fourteen (14) days of notification of award of the contract.

6. Workmen's Compensation Insurance

The Contractor during the term of this contract shall carry workmen's compensation insurance, insuring and covering any and all persons employed by him in the performance of this contract.

A certificate of insurance certifying the issuance of such Workmen's Compensation insurance policy shall be submitted within fourteen (14) days of notification of award of the contract.

7. Liability Insurance

The contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

General public liability insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000 per occurrence but with the aggregate limit of \$2,000,000.

Automotive liability insurance for bodily injury and property damage in the amount of \$2,000,000.

Or

General public liability insurance (non-automotive) for bodily injury and property damage and automotive liability insurance with coverage limits of less than the limits listed above and an umbrella policy that provides for limit of \$2,000,000 for general public liability insurance (non-automotive) and a limit of \$2,000,000 for automotive liability insurance.

The aforesaid policies of insurance shall be maintained in the amount set forth above and shall, inter alia, NAME EAST GOSHEN TOWNSHIP AS AN ADDITIONAL NAMED INSURED and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the contractor in the performance of this contract, whether such obligation is controlled by the contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the contractor by the terms of this contract and shall otherwise indemnify and hold the Township harmless from any and all manner of claims, lawsuits, judgments, damages and executions and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

Each and every policy of insurance maintained in accordance with the terms of this contract, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation.

If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirement set forth herein, the contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result thereof.

A certificate of insurance depicting the aforementioned coverage limits and naming East Goshen Township, as an additional named insured shall be submitted within fourteen (14) days after notification of award of the contract.

8. Quantities

The estimated hours listed on the "Proposal Form" are based estimates and are not guaranteed. Payment will be made based on the actual hours the labor and equipment is utilized.

9. Hold Harmless Provision

The Contractor will indemnify and save harmless the Township and all its officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

10. Form of Bid:

All bids must be on the form provided by the Township. A bidder may not withdraw his bid for a period of ninety (90) days after the bid opening.

11. Bid Award:

The determination of the low bidder shall be determined in accordance with the quantities set forth on the "Proposal Form". The selection of the low bidder shall be at the sole discretion of the Township. The Township specifically reserves the right to waive technicalities, to reject any or all bids or items herein, and to make the award that is in the best interests of the Township.

12. Qualifications:

Bidders submitting proposals must have previous experience in tree pruning and removal. **The bidder shall submit a minimum of five (5) references with their bid.**

13. Term:

The term of the contract shall be for a period of one (1) year with the Township having the option to renew the contract for two (2) additional one (1) year periods, which option shall be exercised by the Township no later than thirty (30) days before the expiration date(s) of the contract.

If the contract is extended the hourly rates will be increased by a percentage equal to the Consumer Price Index US City Average for all Urban Consumers for the twelve month period ending in May of 2018 and May 2019 as applicable.

14. Scheduling of Work:

Generally:

Work associated with routine tree pruning and tree removal shall be commenced within fifteen (15) days of notification by the Township.

Emergency Work:

In the event of an emergency the Contractor shall have the capability to provide the labor and equipment required to commence work to remove a tree or remove one or more dead or

damaged limbs within six (6) hours after notification by the Township.

**EAST GOSHEN TOWNSHIP
TREE PRUNING AND TREE REMOVAL
PROPOSAL FORM**

Submitted by (please print or type):

Date: _____

Firm Name _____

Address _____

Contact Person _____

Telephone _____

E-Mail _____

This proposal is submitted in accordance with your advertisement inviting bids to be received by the East Goshen Township for Tree Pruning and Tree Removal as indicated in the Specifications dated March 8, 2021.

After examining the Specifications, we confirm that we have read and understand the Specifications, and hereby propose to furnish said services in strict accordance with all specifications for the sums indicated, and the undersigned herein agrees to furnish all labor, materials and equipment and to perform all work necessary to complete in a workmanlike manner, the work described in the Specifications to the satisfaction and acceptance of the Township for the sums stated below.

	Hourly Rate	Estimated Hours	Total
Brush Chipper with Operator Minimum 17 inch drum		40	
Climber with Equipment		40	
Bucket Truck with Operator Minimum 40 feet reach		40	
Log Truck with Operator		20	

Ground Laborers with Equipment		80	
Stump Grinder with Operator Minimum of 80 HP		40	
Tree Pruning Crew		120	
Emergency Work - Bucket Truck with Operator -minimum 40 feet reach		8	
Total			

In submitting this proposal, it is understood that it is the right of the Township to reject any and all proposals or parts thereof, and to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he or it possesses the necessary skill required to determine the adequacy of the Township's bid specifications for the purpose of arriving at the contract price, and that he has exercised this skill and that he finds them fit and sufficient for the purpose intended and free from ambiguities, and also has carefully examined the Specifications, and from his own investigations, has satisfied himself as to the nature of the work, the equipment needed for the performance of the work, the general and local conditions, and other matters which may in any way affect the work or its performance and that he has complied with every requirement of this invitation.

Attached are the Bidders Qualifications required pursuant to Section 12.

Attest:

(Printed or typewritten name of person executing proposal form)

AGREEMENT BETWEEN EAST GOSHEN TOWNSHIP AND CONTRACTOR

THIS AGREEMENT, made the ____ day of, _____ in the year 2021
between

hereinafter called the CONTRACTOR, and East Goshen Township, Chester County,
Pennsylvania, hereinafter called the TOWNSHIP.

Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named,
agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish equipment and labor and
perform all of the work as East Goshen Township Tree Pruning and Tree Removal Specifications
dated June 6, 2014 and addendum(s).

ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the
performance of the contract monthly.

ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following
enumerated documents form the contract and they are as fully a part of the contract as if attached
hereto or hereinafter repeated, and are termed the Contract Documents.

1. Notice to Bidders
2. Specifications
3. Addendum(s)

ARTICLE 4 - COMMENCEMENT TIME: The CONTRACTOR hereby agrees to commence
work under this contract on the date specified in the "Notice to Proceed".

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above
written.

(signatures on next page)

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

Township Secretary

CONTRACTOR

Witness

Title

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