



CITY OF FARMINGTON  
110 West Columbia  
Farmington, Missouri 63640  
573.756.1701

## SPECIFICATIONS FOR 2018 TREE & SHRUB TRIMMING / REMOVAL

1. Scope. These specifications require the furnishing of all labor, tools, transportation, equipment and materials necessary to trim and/or remove trees interfering with the City's power lines, to cut trees, brush, and/or undergrowth upon the City's rights-of-way and easements, and to dispose of the debris resulting from such work as directed by representatives of the City of Farmington.
2. Bidder's Qualifications. Bids will be accepted only from well established and qualified contractors; trained and experienced in the clearing of power line rights of way and tree trimming. No bid will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these bid specifications.

Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract without the use of subcontractors. In order to aid the City of Farmington in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to the City of Farmington, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

### 3. Principles and Definitions

- A. The word "Owner" shall refer to the City of Farmington.
- B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
- C. "Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
- D. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Contract in accordance with the Specifications.
- E. "Specifications" shall mean all specifications pertaining to the Work to be performed.

- F. "Contract" shall mean the fully executed document which binds the interested parties in an agreement to fulfill all terms, conditions, and specifications pertaining thereto.
- G. "Invitation for Bids" shall be the means by which the City of Farmington solicits bids from Qualified Contractors for Work which the City of Farmington may from time to time deem necessary to have performed.
- H. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as applicable, approved by, authorized by, required by, satisfactory to, or acceptable to the City of Farmington, unless otherwise expressly stated.

#### 4. General Requirements.

A contractor crew shall consist of all necessary personnel and all necessary tools and equipment to safely and efficiently complete the work. The City of Farmington reserves the right to do any Work covered within this Contract by its own forces, to cause such Work to be completed by other means, or to defer any Work to a future date.

Since Contractor(s) employees come in contact with the City of Farmington customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.

All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. The average age of all aerial lift devices and other motorized vehicles used in connection with the Contract, when considered together as a group, shall be Seven (7) years or less. Rebuilt or remanufactured vehicles shall not be considered as new vehicles with respect to age. All equipment must be maintained in such a manner as to minimize downtime. The City of Farmington shall not render payment for any charges in connection with lost productivity due to equipment failure or dysfunction.

When convenient for the City of Farmington, the Contractor may be given permission to park vehicles and equipment on the City of Farmington property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than the City of Farmington owned facilities and paying all associated costs. The City of Farmington shall not be responsible for any damage or loss of Contractor's equipment.

Contractor shall observe all generally recognized safety rules (including without limitation the provisions of the National Electrical Safety Code and ANSI Z133.1 - 2000 or latest edition thereof), regulations, and methods to prevent injury to all employees and other persons or damage to property of the City of Farmington or the public arising from its operations. The Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Missouri Department of Transportation requirements, Workmen's Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.

Contractor crew shall have a cell phone for the City of Farmington to contact them as needed.

Contractor shall secure from the City of Farmington information as to the nature of the electric circuits involved in all cases prior to commencement of Work in each area. Contractor acknowledges that the City of Farmington's electric circuits are to continue in normal operation during this Work, and Contractor shall provide and use all protective equipment necessary for the protection of its employees and to guard against interfering with the normal operation of these electric circuits.

Contractor shall immediately notify the City of Farmington of any irregular situations observed on the City of Farmington's system, including, without limitation, equipment or facility malfunctions, actual or potential safety problems, loose or sagging guy wires, damaged conductors, leaking transformers, damaged or defective poles, and any other seemingly unusual circumstance encountered by the Contractor.

If, during the term of this Contract, additional hourly crews or workers are needed to perform right of way clearing, tree trimming, or related utility forestry services, the City of Farmington will first request such crews or workers from the Contractor then working for the City of Farmington. Should the Contractor fail to furnish additional crews or workers upon thirty (30) days written notice, the City of Farmington shall have the right to obtain additional crews or workers as provided for in this Contract.

Contractor shall promote a drug and alcohol free working environment.

Contractor shall not perform or solicit any type of private tree trimming work on customer's property while actively engaged in performing work for the City of Farmington under this contract until all work on the circuit is completed.

## 5. Work.

Contractor shall perform all Work to the complete satisfaction of the City of Farmington and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work performed by the Contractor is subject to inspection and approval by the City of Farmington. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted line clearance standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to the City of Farmington. Failure by the City of Farmington to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.

Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to effect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the City of Farmington.

Contractor shall secure all permits and licenses necessary for the prosecution of the Work to be performed and pay all charges and fees required for such permits and licenses.

## 6. Right of Way Clearing and Tree Trimming.

Emphasis shall be placed on removing trees rather than trimming, where approval is granted by the property owner, and all bids shall anticipate removals. Where trimming only is permitted, the lateral pruning method shall be employed. Final trimming and clearing shall provide a minimum of ten (10) feet of unobstructed space (any direction) from the City of Farmington's conductors, including the system neutral. Ground-to-sky trimming is preferred. However, trimming above conductors may be limited to the maximum reach of the bucket.

Unless otherwise specified by the City of Farmington, all right of way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four (4) inches for brush stubs and tree stumps shall typically be ground to four (4) inches below the ground.

Disposal of operation wood residue such as brush, wood, large sections of tree trunks, large limbs, wood chips, and other such products produced or generated by this operation on the City of Farmington system shall not obstruct roads, paths, or

waterways. Disposal of said residue by the Contractor is allowed at the "City Farm". All disposal costs shall be included in the cost submitted on the bid. When approved by property owners, logs and brush may be left "wind-rowed" along the outer edges of the right of way. In general, unless otherwise approved by the property owner, the premises of the property owner shall be left as neat as before the Work started.

No trash (i.e., lunch sacks), containers, or other non-wood residue shall be deposited and disposed of with chips collected from tree trimming operations.

Contractor shall exercise extreme care when cutting brush or trees that are close to or touching wires to prevent breaking or wrapping the wires together or otherwise interrupting electric service. If any such damage to wires or interruption of electric service should result, the Contractor shall immediately notify the City of Farmington's Electric Department of the location of such trouble.

Trees fronting each side of the right of way shall be trimmed or removed unless otherwise specified. Dead trees beyond the right of way, which would strike the line in falling, shall be removed. Leaning trees beyond the right of way, which would strike the line in falling and which would require trimming if not removed, shall either be removed or trimmed, except that shade, fruit or ornamental trees shall be trimmed and not removed, unless otherwise authorized. Owner approval must be obtained prior to trimming or removing trees beyond the right of way. Vines growing on poles, guy wires, and equipment shall be removed and cut off at ground level and the area surrounding the pole and/or equipment shall be treated with an approved chemical mixture to discourage regrowth.

Special effort shall be made to eliminate all tree parts and growth points beneath the wires, and all weak, diseased or dead limbs above the wires which may fall or blow into them. In all cases, Contractor shall secure maximum clearance with good economy and with due regard to the rights and interests of property owners and the public. When normal clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance and Contractor shall notify the City of Farmington of the same.

#### 7. Billing Restrictions.

The City of Farmington shall not be charged for time spent on maintenance of equipment, including without limitation fueling of vehicles, oil or antifreeze changes, changing and/or sharpening of chipper blades, and other similar maintenance and repair work. The City of Farmington will not render payment for equipment that is incapable of fully performing its intended function. Minor mechanical repairs such as sharpening and adjusting chain saws shall be permitted on the City of Farmington time.

The City of Farmington will not pay for meals and other incidental items for Contractor's employees.

## 8. Supervision of Work and Workmanship.

Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.

**Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of the City of Farmington.**

Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.

The City of Farmington will periodically review and evaluate crew performance based upon factors such as, but not limited to, quality of work, quantity of work, clearances obtained, safety awareness and public relations efforts.