SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
85 Main Street, South Hadley, MA 01075

SPECIFICATIONS FOR VEGETATION MANAGEMENT

SECTION 1

1.0 **SCOPE**

1.1 This Specification provides for managing tree vegetation under and adjacent to all of the Town of South Hadley, Electric Light Department's overhead distribution lines.

1.2 The work includes preservation of desirable vegetation, pruning and removing trees, site cleanup, and off-site disposal of cut vegetation.

1.3 The work under this contract shall be for a two year period beginning on **January 1, 2019, and ending on December 31, 2020.**

1.4 The Department reserves the right to contract with more than one contractor for this service, or to have part of the service performed by other Municipal Departments.

2.0 **REFERENCE**

The following publications are to be used as a reference for these Specifications.

2.1 ANSI (American National Standard Institute) A300 Standards, which are the generally accepted industry standards for tree care practices.

2.2 APPA Safety Manual for an Electric Utility - Section 508 Tree Trimming.

2.3 OSHA Electrical Standards 29CFR Par. 1910.269.

3.0 **PUBLIC AGENCIES/PERMITS**

3.1 The performance of work under this Specification shall conform to all applicable local, state and federal ordinances, laws and regulations.

3.2 All federal, state, and local agency permits required for work along state highways or near wetlands shall be obtained by the Department. All costs incurred by the Department directly related to improper or lack of required permits shall be borne by the Contractor.

3.3 Notwithstanding any other terms and conditions included in this Specification, the Contractor shall, at his own expense, obtain the necessary consent or permission

from the owner or owners, agent or individual, Board or other Authority having jurisdiction to prune or remove under these Specifications. The Department, however, at its own expense, reserves the right to obtain said permission or consent when it sees fit to do so.

4.0 WORK TO BE PROVIDED

4.1 The work to be provided under this Specification shall include furnishing of all supervision, labor, materials, tools, equipment, insurance, licenses, permits and payment of fees and taxes which may be required to perform the work as indicated and specified herein.

4.2 It is anticipated that all work will be performed from an aerial lift bucket and that there will be a minimal need for climbing crews.

4.3 In case of emergencies, the Contractor will be required to supply crews and equipment as determined necessary by the Department.

5.0 PERSONNEL QUALIFICATIONS

5.1 The Contractor's operators and crew supervisors shall be trained and qualified and competent in identifying plant material growing under and adjacent to the distribution lines as well as in standard pruning practices, techniques and handling methods and shall have been qualified for work near and adjacent to power lines.

5.1.1 Years of Experience

- The Foreman shall have a minimum of 3 years of experience in vegetation management near energized utility lines.
- The Groundman shall have a minimum of 1 year of experience in vegetation management near energized utility lines.

5.2 The Contractor shall provide to the Department proof of certification where required by federal, state or local authorities.

5.3 The Department reserves the right to exclude any personnel of the Contractor from work under this contract if, in the opinion of the Department, they are not properly qualified, not fit to work, perform poorly, or reflect unfavorably on the Department.

5.3.1 The Contractor shall supply the safety records for the past 5 years for each employee working under this contract. This includes both reportable and recordable events.

6.0 WORK AREA

6.1 The work area shall be limited to the immediate area surrounding the tree or trees to be worked on.

6.2 All work areas shall be kept in such a manner to cause as little inconvenience as possible to the general public and adjacent property. Police protection of a job site will be at the discretion and expense of the Department. When necessary to close pedestrian walks, the Contractor shall provide personnel, barricades, warning signs, cones, flags, or other means required by governing laws, rules and ordinances, or which a reasonable person would employ.

6.3 The Contractor shall take all reasonable, necessary and legal precautions for the protection of work and the safety of the public and shall comply with the requirements of all authorities having jurisdiction. The Department's approval shall not relieve the Contractor of such compliance.

6.4 The Contractor shall provide protection which in the opinion of the Department's Field Representative will prevent damage to property such as shrubs, lawns, roads, drives, fences, buildings, catch basins, drainage ditches by personnel, materials, equipment or vegetation debris and shall assume sole responsibility for damage incurred. Damage to property shall be repaired by the Contractor, at no additional cost to the Department, to a condition that is as good as, or better than the original condition.

6.5 The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner's or tenant's permission and shall notify the Department's Field Representative.

6.6 The Contractor may be required to obtain a written release from each owner or tenant whose property he used. The release shall state that the property has been restored to a condition satisfactory to the property owner or tenant.

6.7 Wood chips disposal shall be the responsibility of the Contractor.

7.0 MINIMUM CLEARANCE DISTANCE

7.1 The minimum clearance distance permitted between vegetation and;

7.1.1 **Primary conductors**
8 ft to the side
10 ft beneath
12 ft above

7.1.2 **Secondary/neutral/guy wires**
Trim to avoid contact

7.1.3 **Street light fixtures**
10 ft to the side
Beneath to road pavement

7.1.4 **Base of pole**
3 ft in all directions, cleared of brush

7.2 All vines climbing up poles or guy wires shall be cut and/or treated with a growth retardant or herbicide.

7.3 Prior to pruning trees on private property, the Contractor shall inform the owner or tenant of required clearances and approximate number of limbs which are to be removed. Written consent of the owner or tenant may be required.

7.4 Should the Contractor be denied permission to perform necessary work on private property, he shall immediately notify and provide the Department's Field Representative with the exact location, conductor type, tree species and size, customer's name, date, crew supervisor's name and the pertinent details of the conversation between the customer and Contractor.

8.0 PUBLIC QUESTIONS AND COMPLAINTS

8.1 The Contractor shall refer any questions and any public complaints regarding work under this contract to the Department's Field Representative.

9.0 SCHEDULING, COORDINATING, INSPECTING AND REPORTING

9.1 The Contractor shall obtain from the Department, full information as to the voltage of its circuits and any known hazards that might be present before starting various parts of the work.

9.2 The work to be performed by the Contractor under this Specification shall be done only when and where the Contractor is ordered to perform such work by the Department's Field Representative.

9.3 The Department reserves the rights to perform work with its own forces or permit others to prune, remove, or otherwise treat vegetation and to determine the locations at which work shall be performed and the sequence in which it shall be performed.

9.4 The Contractor shall start his work when ordered by the Department's Field Representative. The name of the Department's Field Representative will be furnished in writing after the order has been placed. The Department reserves the right to change its Field Representative at any time. The Department will make inspections to follow the progress of the work and to see that the work is performed in accordance with the Specifications.

9.5 The Contractor shall not perform any work outside of regular working hours unless he receives an order from the Department's Field Representative to do so. No payments will be made at overtime rates unless such an order has been given to the Contractor.

9.5.1 The workday of all employees shall begin and end at reporting places approved by the Department's Field Representative. Time spent by employees in traveling from these reporting places to the job site, and from the job site to the reporting places, shall be considered regular working time. The Department may require changes in the reporting places from time to time during the duration of the work.

9.5.2 Department employees normally work from 7:00 a.m. to 3:30 p.m. These same hours shall be considered as a normal work day for work performed under this Specification.

9.5.3 Daily time sheets shall be prepared, verified and signed by both the Contractor's and the Department's Field Representative. These time sheets shall show each employee's name, title, badge number, number of regular time hours and overtime hours worked (specific authorization to work overtime shall be obtained in advance) and account or order numbers. They shall also show the type of equipment used and the number of hours and the account or order number for each piece of equipment.

9.6 The Department will pay to State and/or Municipal Forestry Departments all fees for inspection required by law or regulation of the work covered under this Specification.

10.0 CONTRACTOR'S CREWS

10.1 The sizes of the crews and classifications of labor comprising each will be determined by the Department's Field Representative. The Contractor shall submit a proposed number of daily crews prior to work start for approval by the Department's Field Representative.

10.2 Contractor hereby represents to the Department that each employee is trained to work close to high voltage distribution lines, and to provide emergency first aid.

11.0 CONTRACTOR'S EQUIPMENT

11.1 Climbing irons shall not be used on any tree unless the removal of the tree is certain.

11.2 Prior to use, proposed vehicle types, sizes, age and equipment shall be submitted to the Department's Field Representative for approval.

11.3 All equipment shall be in satisfactory and safe condition. The Contractor shall remove and replace any equipment deemed by the Department to be in unsatisfactory repair, or unsafe condition or otherwise unsuitable.

11.4 Hourly rates for vehicle payments shall consist of the following types:

11.4.1 Chipper - Medium 12".

11.4.2 Brush Truck -
Hydraulic dump body with minimum chip box capacity of six (6) cubic yards.

11.4.3 Aerial Lift with Dump Body –
Fully insulated boom and bucket; fully hydraulic operation; capability for power tool use; minimum height from ground to bottom of bucket of fifty-five (55) feet; a hydraulic dump body and minimum chip box capacity of six (6) cubic yards.

11.5 The established rates for vehicles shall include all necessary equipment for tree pruning including an adequate number of saws, trimming tools, absorptive material for controlling a spill, etc.

11.6 Tree trimmer vehicles shall prominently display the Contractor's name, address, and telephone number.

12.0 INSURANCE

The Contractor shall have sufficient insurance in force during the term of the contract to protect the Town of South Hadley for all claims arising out of the prosecution of the work under this contract.

12.1 Bodily Injury Liability and Property Damage Liability Limits of no less than $1,000,000/$2,000,000. The policy should provide Comprehensive Form General Liability -Premises/Operations, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, Independent Contractors, Personal Injury and Comprehensive General Liability Broad Form Supplement Endorsement. The South Hadley Electric Light Department should be named as an additional insured, to the extent of the Contractor's obligations under this Contract. The additional insured's shall fully cooperate with the Contractor and its insurers on any claim.

12.2 Owned, Hired and Non-Owned Automobile Bodily Injury Coverage of no less than $500,000/$1,000,000 and Property Damage of no less than $500,000.

12.3 Worker's Compensation as specified in paragraph 7 of the Contract.

The Contractor shall provide proof of the above coverage by a certificate presented at 85 Main Street, South Hadley, MA 01075.

13.0 HEALTH, SAFETY AND ENVIRONMENTAL STANDARDS

Construction under this contract must conform to all Federal, State, and local health, safety, and environmental rules and regulations.

14.0 BILLING

Detailed invoices are to be submitted weekly, including, a description of the work performed, location of the work, and hours for each item of billing. Invoices not submitted within thirty (30) days of the work may be refused for payment.

15.0 PAYMENT TERMS

The Department agrees to pay the Bidder in full within thirty (30) days after delivery and acceptable of this service, providing that all invoices must be received before the 5th of the month in order to be paid by the Town Treasurer on the 22nd of the same month.

Tax Exempt Purchaser Certificate No. 046-001-303.

16.0 AWARD

As soon as the award is made, the Bidder will receive notification. The Bidder will then be expected to execute a proper contract. A sample copy is attached.

17.0 MASSACHUSETTS TAX LIEN

The Bidder certifies that he has complied with all Massachusetts General Laws, (CH 62C SEC 49A).

18.0 BIDS

The right is hereby reserved to reject any or all proposals, or to accept any proposal that in the opinion of the Manager of the South Hadley Electric Light Department may be for the best interest of the Town of South Hadley.

Bids must be submitted in a **SEALED** envelope plainly marked **"PROPOSAL FOR VEGETATION MANAGEMENT CONTRACT."**

SECTION 2

TREE MANAGEMENT

1.0 METHOD

1.1 Unless otherwise specified, only those trees designed and approved by the Department Representative will be pruned or removed.

2.0 MECHANICAL CUTTING

2.1 **General**

All trees designed for trimming or removal, for which proper consent or permission has been secured, shall be trimmed or removed in accordance with ANSI or other recognized national standards. Pruning shall be performed so as to provide maximum clearance for the Department's wires without injury to the tree and preserving as nearly as possible the tree's natural growth pattern. All work shall be performed to the satisfaction of the Department authorities having jurisdiction over pruning and removal of trees on public property and owners or tenants of private properties.

2.2 **Pruning shall consist of:**

2.2.1 Removal of dead, dying, deceased, interfering, obstructing, objectionable and weak branches, two (2") inches or greater in diameter if they may eventually come in contact with Department equipment.

2.2.2 Natural, Drop Crotch or lateral trimming to reduce the tops, sides, under-branches or individual limbs.

2.3 **Pruning Procedures shall be as follows:**

2.3.1 All 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 start under normal conditions. Clean cuts shall be made at all times.

2.3.2 To prevent splitting or peeling of bark, all branches too heavy to handle and two (2") inches or larger in diameter shall be precut utilizing three cuts: the first cut shall be an undercut 1/4 to 1/2 the branch thickness, six to twelve (6"-12") inches from the branch base; a second cut within an inch or two up the first shall be made to drop the branch; the third and final cut shall be made at the edge of the branch collar to remove the branch stub. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

2.3.3 The weaker or least desirable of crossed or rubbing branches shall be removed if they are within the clearance zone or may eventually fall on Department equipment.

SHELD CONTRACT #2019-1A

CONTRACT

TOWN OF SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
85 Main Street, South Hadley, MA 01075

THIS AGREEMENT made this day of by and between

THE SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT
AND

hereinafter called the Contractor, and Town of South Hadley Electric Light Department, a municipal corporation duly established which owns and operates its own Municipal Electric Light Department, hereinafter called the Department.

WITNESSETH, that the Department and Contractor, in consideration of one dollar and other valuable considerations and covenants, and agreements herein contained, agree as follows:

1. **THE CONTRACTOR** will furnish all labor, materials, supplies, equipment, tools, and all other facilities and things necessary or proper or incidental to:

manage tree vegetation under and adjacent to all of the Department's overhead transmission and distribution lines including the preservation of desirable vegetation, pruning and removing trees, site cleanup, and off-site disposal of cut vegetation, on a non-exclusive basis, in accordance with the Department's specifications.

according to the standard set out in 3. STANDARD OF WORK, below, and with first class materials.

2. **TO BEGIN WORK:** The Contractor shall begin the work on the first scheduled work day after January 1, 2019, and shall proceed to the completion on or before December 31, 2020.

3. **STANDARD OF WORK:** All work to be done pursuant to this contract must be completed in a workman-like manner and to the sole satisfaction of Department. In evaluating this standard, the parties shall take into account the fact that the Town of South Hadley Electric Light Department is a municipal lighting plant as described in General Laws, Chapter 164, Sections 34 through 69, inclusive. Contractor specifically acknowledges that the materials, supplies, equipment, tools and all other facilities and things are being sold subject to all implied warranties and warranties imposed by law, including but not limited to, merchantability and fitness for a particular purpose. In addition, all work and Contractor responsibilities shall be in accordance with "Specifications for Vegetation Management" (Sections 1 and 2) that are attached hereto.

SAMPLE

4. PAYMENTS BY DEPARTMENT: The Department will pay and the Contractor will accept in full consideration for the complete performance of this contract, the unit prices quoted in the Contractor's proposal dated _____.

5. EXTRA WORK OR CHANGES: The Department may order extra work or may make changes by altering, adding to or deducting from the work, and all changes shall be performed under the conditions of this contract and the Contractor shall have no claim for extra compensation in any case unless, before any change is made or any extra work done or materials furnished, the Department shall have ordered the change or extra work in writing and shall have specified in writing the amount which shall be added or subtracted from the contract price thereby. Extra work shall be billed to the Department not later than fifteen (15) days after completion of each assignment of additional or changed work. No verbal agreement or conversation with any officer, agent or employee of the Department, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. No officer, agent or employee of Department shall have any power or authority whatsoever to bind the Department or incur any obligation in its behalf to any subcontractor, material supplier or other person in any manner whatsoever.

6. ASSIGN, SUBLET OR TRANSFER: This contract or the right to receive payment thereunder shall not be assigned, sublet or transferred, in any way, in whole or in part except with the written consent of the Department.

7. INSURANCE: The Contractor, at all times, shall provide protection to the Department by adequate insurance against all claims for injuries and damage to persons or property to the extent such claim arises from Contractor's negligent performance of the work. The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of benefits under General Laws, Chapter 152, to all persons to be employed under the contract and the Contractor shall continue such insurance in full force and effect during the term of the contract. The Contractor shall furnish sufficient proof of compliance with this requirement before this contract shall be in effect. No cancellation of such insurance whether by the insurer or by the insured shall be valid unless written notice thereof is given by the party proposing cancellation to the other party, and to the Department at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Failure to provide and continue in force such insurance shall be deemed a material breach of contract and shall operate as an immediate termination thereof. Any notice of cancellation shall comply with the requirements of General Laws, Chapter 149, Section 34A. In addition, the Contractor shall comply with all insurance requirements as specified in Section 1, paragraph 12.0 of "Specifications for Vegetation Management."

8. STATUTES, ORDINANCES, ETC.: Each and every provision of any statute, rule, regulation, or ordinance made by virtue of any statute that is required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be construed always as if such provisions are included herein. If any such provision is not included herein specifically through mistake, oversight, or misinterpretation of law or fact, then upon application of either party the contract shall be altered or amended to make a suitable insertion.

9. THE CONTRACTOR Shall conform to and comply with all the provisions of municipal ordinances, the General Laws of Massachusetts and the United States Code, including but not limited to, Chapters 7, 30, 62C, 11F and 149 of the General Laws of Massachusetts, relating to public works and other matters, whenever applicable including the requirements hereinbefore and hereinafter stated.

Materials or supplies delivered under this Contract must be accompanied by any necessary form relating to toxic or hazardous substances including, but not limited to, Material Safety Data Sheets required by the United States Code or the general laws of Massachusetts. For guidance, the Contractor will use the Massachusetts Substance List (MSL) described in Chapter 111F of the General Laws of Massachusetts and 105 CMR 670.

10. WAGES: The Contractor shall pay the minimum rates of wages for employees established for this work by the Massachusetts Department of Labor Standards under General Laws, Chapter 149, Section 27, and the schedule of wages so established are incorporated herein and made a part of this contract. Weekly payroll information must be submitted to the Department on a weekly basis in accordance with General Laws, Chapter 149, Section 27B.

11. HOURS: The services of all laborers, workmen, and mechanics employed shall be restricted to eight hours in any one day, to forty-eight hours in any one week, and to six days in any one week (or to such hours as may be fixed by applicable statutes), and the Contractor shall not require or permit any laborer, workman or mechanic to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of extraordinary emergency as provided in General Laws, Chapter 149, Section 30.

12. POLICE OFFICER: Police Officer or Officers shall be provided when deemed necessary by the Department and shall be paid by the Department.

13. TERMINATION: The Department, on three days written notice, may suspend, postpone, abandon or terminate this contract, or any part hereof, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the Department or as a result of the Contractor's failure to render to the satisfaction of the Department the services required of him under this contract, including the progress of work under such services. Upon receipt of written notice from the Department that this contract, or any part hereof, is terminated, the Contractor shall immediately cease operation of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this contract that may be in his possession or custody, and shall transmit the same to the Department on or before the fifteenth day following the receipt of the above-written notice of termination, together with his evaluation of the cost of the work performed. The Contractor shall be entitled to just and equitable payment in accordance with this contract for any uncompensated work satisfactorily performed prior to such notice.

The Department shall determine the amount of acceptable work performed by the Contractor under this contract. The Department's evaluation shall be used as a basis to determine the amount of compensation due him for this work, provided it shall be made in good faith and supported by substantial evidence.

In determining the value of the work performed by the Contractor prior to termination, no consideration will be given to profit, which the Contractor might have reasonably expected to make on the uncompleted portion of the work.

14. WAIVER: Any waiver by the Department of any violation or omission of any particular item of this contract or the plans or specifications shall be considered, always, only as a waiver of the particular violation or omission and shall not at any time be considered or construed as a waiver of any term of this contract or of any requirement of the plans and specifications nor shall any such waiver of any particular violation or omission in any way affect the obligation of the bond and the surety thereon given by the Contractor.

15. CONTRACTOR TO PAY: The Contractor shall pay all claims for labor and materials and for equipment, insurance and all facilities employed in the performance of the contract without undue delay, shall defend and indemnify the Department against all such claims and against all claims for injuries or damages to the extent arising out of the performance of the contract and the manner or method in which the work is accomplished.

16. CHANGES, ALTERATIONS OR ADDITIONS: Any changes, extensions of time, alternations or additions to this contract made in accordance with its terms or any changes in the work to be performed made in the plans or specifications, shall be deemed to be made under the provisions hereof and shall not affect the obligations of the bond or surety thereon; nor shall a failure to give notice of changes, alterations or additions to the surety on said bond affect the obligation of said surety, all of said notices being waived by the execution by said surety of the bond for the performance of the contract and the payment of all claims relating thereto.

17. ARBITRATION: Any dispute or disagreement between the Department and Contractor arising under this contract shall be submitted to arbitration upon the request of either party, specifying the issue or issues in dispute, and summarizing the party's claim with respect thereto. Copies of any such request shall be served on the opposing party. Within ten (10) days after receipt of such a request, authorized representatives of the Contractor and the Department shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, the Contractor or the Department may request the American Arbitration Association to appoint an arbitrator in accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of a contrary agreement by the Contractor and the Department. The arbitrator shall conduct a hearing in South Hadley, Massachusetts, and within thirty (30) days thereafter, unless such time is extended by agreement of the parties, shall notify the parties in writing of his decision stating separately findings of fact and determinations of law. The arbitrator shall not have the power to add to or amend the contract. Subject to such limitation, the decision of the arbitrator shall be final and binding on all parties except that either party may petition a court of competent jurisdiction for review of errors of law. The decision of the arbitrator shall determine and specify how the expenses of arbitration shall be allocated between the Department and the Contractor.

18. APPLICABLE LAW: This agreement is made under and shall be governed by the laws of the Commonwealth of Massachusetts and by the courts of the Commonwealth.

19. SEVERABILITY: If any one or more of the terms, provisions, promises, covenants or conditions of this contract shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all other remaining terms and provisions, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

20. LEGAL CERTIFICATIONS: By acceptance of this contract, Contractor certifies that it has complied and will continue to comply with all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws.

IN WITNESS WHEREOF,

signed this instrument, and the Town of South Hadley Electric Light Department has caused the signature of its Manager, Sean Fitzgerald, to be hereto affixed.

IN PRESENCE OF: **SUPPLIER**

_____ By_____

TOWN OF SOUTH HADLEY
Electric Light Department

_____ By_____
Sean Fitzgerald, General Manager

SAMPLE