



## **Scope of work for GOV owned compound garden trees removal Embassy Brussels**

### **I.1. Scope of Work**

To provide all labor, supervision, equipment, services, and expertise necessary to perform landscape tree maintenance work on specified trees on property 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 service work. Contractors must have been in business for at least five years. The property management will require proof of Contractor's involvement in tree service work. The Contractor shall use special care to protect public and private property. The Contractor shall take special care so as not to damage any utility lines in the process of cutting and removing the trees. The Contractor shall maintain proper barricades and watchpersons during the cutting and removal of trees.

The contractor has the responsibility to:

- A. Make suggestion for remove with alpine technique the designated trees.
- B. Transport tree branches.
- C. Apply correct material and machine for cutting, delivery trees from site.
- D. Use PPE during the work and call attention of tenants from, the elimination time.
- E. Guarantee that specifications be met.
- F. Keep work site safe at all times.
- G. Any work incidental to above the POC shall be:

All inspections will be requested through the POC.

## **2. Related Documents:**

The CONTRACT AGREEMENT and all information referenced in these Exhibits, plans, specifications, any addenda, Contract Documents, and in accordance with any requests for proposal, project instructions or bidding instructions.

## **3. GENERAL**

The contractor shall provide all labor, tools, equipment, materials, supervision and services, unless otherwise specified, to complete the work required herein. All equipment necessary or required in connection with this type of work must be on hand, proven to be in first class working condition, and approved by the POC before this work will be permitted to begin. All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. All local labor standards for occupational safety and health apply to this construction contract. All work will be performed to the highest standard of quality in a first class manner.

3.1 Contractor must take full responsibility for his employee and subcontractors from the beginning to end of the project.

3.2. Contractor must employ only workers legally authorized to work.

3.3. Contractor will provide the necessary protective clothing, safety strap for working on high level, mask safety glass, for his employees and will enforce all safety/accident prevention regulations as required by the Belgian Government and hold the U.S. Government harmless in all such matters.

3.4. The contractor will perform top-quality work and, in accordance with Belgian Law and ensure the required guarantee for his work.

3.5 The contractor will be responsible to prevent, or if occurs, repair any and all damages caused by the contractor or contractor's employees.

3.6. Contractor is to provide all materials, tools, equipment, transportation and other facilities necessary for the execution and completion of the work.

3.7. Contractor must report immediately any accident that may happen during work.

## **4. Definitions**

### **4.1. Reference:**

Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs. Some tree species are highly targeted by insect pests or various tree diseases, while other landscape trees are relatively pest free. A local arborist, or local tree service, can be a valuable resource in determining what landscape trees will be prone to attack by insect pests or tree diseases.

4.2. Specified: Means specified in the invitation to bid.

4.3 ANSI Z-133: American Standard of Tree Worker Safety.

4.4. ANSI A300: Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance.

4.5 Administrator: The POC and POSHO representative who will administer the technical

aspects of this tree pruning and removal contract. The POC administrator for this contract: Maintenance Facility Supervisor

#### 4.6. CONTRACTOR'S QUALIFICATIONS

In order to be considered for Contract award, the Bidder must be able to demonstrate that they currently provide, or has provided Trimming & Removal Services that is similar in size and scope to this Contract. The Bidder must have three references documenting previously performed Tree Trimming & Removal Services. References shall be provided in a Reference Sheet. The Contractor shall be regularly engaged in providing the services stated in this Scope of Work for a minimum of three (3) consecutive years within the last five (5) years. Prior to award of a Contract, the POC reserves the right to inspect the Bidder's equipment condition, capabilities, staff experience, training, and storage capabilities as they relate to the performance of this Contract.

- 4.7. License required. The vendor has to be provide certificate from working of high level and has to keep the all safety and protection requirements according to Belgian and US standards. It is unlawful for any person to engage in the business for hire of planting, cutting, trimming, pruning, removing, spraying or otherwise treating trees, shrubs, hedges or vines, or applying herbicides, insecticides, fungicides, soil conditioners or fertilizers by spraying or disseminating any such materials by any device, other than by hand tools, actuated in whole or in part by compressed air, gas, water or mechanical means or source, without first obtaining a license therefore from the City.

Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.

The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications.

Such specifications and standards are not furnished to Bidders, since manufacturers and trades involved are required to be familiar with these requirements. The City shall furnish upon request, information as to how copies of the specifications and standards referred to may be obtained.

4.8 Application contents. The license application shall specify the type or types of service to be performed. Before any license is issued, the applicant will be examined orally and/or in writing to determine the applicant's qualifications and competency to engage in the requested business. Each such license issued shall specify on its face the type or types of service the licensee is authorized to perform.

#### 5. **Work Procedures**

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

specifications. The POC may inspect such equipment or agreements prior to the awarding of a contract.

5.2. Tree Location: Work limited to trees located on U.S. GOV-owned property. All work under this contract shall be assigned by supplying the Contractor with a list of trees that have been marked if tree is to be removed. The U.S. GOV reserves the right to change, add, or delete areas or quantities to be removed as it deems to be in its best interest. Removal operations will commence no later than thirty (30) days after the contract has been awarded. The Contractor will be responsible for notifying the appropriate utility authority before pruning trees in the utility wires. Contractor will be responsible for any damage to utilities during the removal or treatment process.

5.3. Supervision: Contractor consults with the POC concerning details of scheduling of all work. Contractor has a competent person in charge of his work at all times to whom the POC may issue directives and who shall accept and act upon such directives. Failure for the supervisor 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 or safety hazards. The POC requires a Certified Arborist on the job site at all times, and requires the Arborist's certification number in this bid.

5.4. Inspections: The POC inspects work at its discretion. Immediate correction of any work not done to industry standards as noted by the POC will be communicated to the contractor and will be performed by the contractor at no additional expense to the US Government.

5.5. Tree Damage: Climbing irons, spurs, or spikes are not used on trees to be pruned. Any tree damage caused by contractor is repaired immediately at no additional expense to the satisfaction of the US Government.

Trees damaged beyond repair, as judged by the POC are removed at no expense to the US Government and replaced by a tree of size and species designated by the POC at no additional expense to the US Government or the dollar value of such damaged trees, as determined by the POC, is deducted from the monies owed the Contractor.

5.6. Traffic Control: The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

5.7. Utility Agencies: Are contacted by Contractor any time assistance is needed to work safely around overhead or underground installations. Tree pruning, removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations.

The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a personal injury hazard in conducting the operations of this contract.

5.8. Safety: Work conforms to the latest revision of American National Standards Institute Standard Z-133.1 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush). ANSI A300 or most current revision of “Trees, Shrubs and Other Woody Plant Management—Standard Practices (Pruning)”

5.9. Clean Up: Clean-up procedures are completed within two hours after debris has been placed around the site of each tree requiring during spraying, pruning or removal. The work site is left equal to or cleaner than pre-work conditions. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree maintenance operations. Wood may be left for residents at the residents’ request, but that not taken must be disposed.

5.1.1. Damages: Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party.

## **6. Work Specifications and Procedures**

6.1 All work shall be done in a thorough and professional manner in accordance with the Contract documents, specifications, and acknowledged industry standards. Deviations from the Contract documents, specifications, or industry standards shall not be permitted without the prior written consent of the POC.

### **6.2. TREE REMOVAL SPECIFICATIONS**

All tree removals must comply with the specifications listed in the most current revision of the City of Code. The Contractor shall have copies of valid documentation and/or permits at the job site when performing work on protected or heritage trees. The basis of the fees to be paid hereunder will be the tree’s diameter breast height which is the circumference of the tree (outside bark) measured in inches at four and one-half feet (4-1/2 feet) up from the ground (“diameter breast height”) divided by 3.14. Directional bias will be minimized by measuring diameter breast height from the tree face lying to the North.

In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is under control at all times.

Under no circumstances shall the Contractor perform work near high voltage transmission or distribution lines. If the Contractor is performing work within 15 feet of high-voltage transmission or distribution lines, all work shall cease and the Contractor must notify the POC immediately.

The Contractor shall not resume work without written authorization from the POC. After all limbs have been removed which might contact high voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings.

If a tree is outside the 15-foot zone and must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.

If there is danger that the trees could fall in the wrong during TREE-TRIMMING AND TREE-REMOVAL SERVICES to damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation). Due to the danger of trees falling in an unexpected direction, even though the cut is made on the proper side, the Contractor shall take precaution in roping trees, most especially those which are diseased, rotten or rotting, split, or in appearance to be visibly weak. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).

Under no circumstances shall pike poles be used in the performance of work under this Contract. Ropes shall be used to lower all limbs of sufficient size to cause damage to other trees or surrounding public or private property.

Before any trees are fallen, workers, other than those operating the felling equipment or giving directions to the workers involved, shall move and remain clear of the danger zone. Any and all workers who are within the danger zone shall adhere to the safety guidelines as required by the most current revision of ANSI standards, OSHA, and any other governing policy, ordinance, standard, or law. The danger zone is that sector of the felling-area in which the tree(s) could fall. The size of the danger zone shall be determined by the Contractor upon consideration of all pertinent factors relative to the tree removal operation. Ample warning shall always be given prior to the tree falling and all workmen must stand clear in case the tree springs from the stump while falling. Prior to felling any trees, the Contractor shall clear away all brush, debris, or equipment that is not required/needed for felling of the tree.

Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact the POC for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of the COR.

When removing a tree that is split, or a tree with twin trunks, chains or cables with adequate strength shall be placed tightly around the tree before commencing the back cut. At least one chain or cable shall be placed above, and as close as practical, to the

back cut to prevent separation of the trunk. Stumps shall be removed to a minimum depth of six inches (6") below finished grade.

If the stump will not be ground, Contractor shall treat it with an approved growth inhibitor to prevent re-sprouting.

When swelling, bumps, depressions, or branches occur at diameter breast-height, diameter breast-height measurements shall be taken just above or below the irregularity at a point where it ceases to affect normal stem form. If a tree forks immediately above diameter breast-height, it is measured below the swell resulting from the double stem. Stems that fork below diameter breast-height shall be considered two separate trees. Diameter breast-height for all species with large buttresses or elevated root matting shall be measured just above the pronounced swelling at a point where it ceases to affect normal stem form.

The Contractor shall take special precautions with tree(s) that have item(s) in and around them prior to performing services. Any additional costs will not be allowed as a separate line-item on the invoice and will not be paid. All additional costs shall be part of the Contractor's bid as stated on the SOW.

## **7. SITE CLEAN UP**

At the end of each workday, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches. All parts of the work shall be left in a neat, orderly, and presentable condition. The removal of all rubbish and debris generated because of the Contractor's work under this contract will be the responsibility of the Contractor. No debris will be allowed to remain in or on any roadways at any time.

Once the tree(s) are removed, all wood chips, brush, limbs, and logs, unless otherwise specified in this Contract, shall be disposed by Contractor.

All driveways, walkways, roads, curbs, patios, and other asphalt, concrete, stone, and similar surfaces, shall be "broom-clean" when the site is vacated at the end of each shift and at the end of each day.

Once the work order is complete and the work-site is ready for inspection, the Contractor shall notify the POC by phone or in writing. The POC will either make the necessary inspection or request photographic evidence that services were completed to the COR's satisfaction, and if it is found the work has been properly performed and completed in accordance with all terms of this Contract, the work shall be accepted and the invoice approved.

The POC shall have the right to perform, or have performed, inspections of all places where work is undertaken in connection with this Contract.

## II. SAFETY HAZARDS AND CONTROL REQUIREMENTS:

The following hazards have been identified for the work required under this contract:

1. Falling hazards from ladders. Contractor must ensure all ladders/scaffolding is properly rated and in serviceable condition.
2. Slipping/tripping/fall hazards. Contractor must ensure work area is kept as clean and orderly as possible to minimize these types of hazards.
3. Contractor must ensure that all personnel are qualified and possess the necessary licenses required in their respective trades and are using appropriate personal protective equipment (dust masks, respirators, etc.) to minimize exposure.
4. General construction site hazards. Contractor must ensure that all personnel wear PPE appropriate for a work site (steel-toed boots, eye protection, gloves, hard hats, etc.). Contractor must identify a point of contact for work site safety that will monitor the work site and can correct any deficiencies in safety procedures.

-The USG reserves the right to stop site work in the event of any safety violations!

**The US Government EM-385 work safety rules and regulations must be observed by Contractor during the life of the project!**

## III. SITE WORK CONDITION, WORK SCHEDULE, DEADLINES & CIRCUMSTANCES:

- The site work needs to be done during 5 working days, start day is TBD. Contractor workers have to be on the site permanently, no gap day is permitted unless required by the technology.

If there is technology breaks or dry periods shall be calculated to fall on the week-end if possible.

The work period is from Monday to Friday. There is no work on Saturdays and Sundays. Daily work hours are from 8:00 am to 17:00 pm.

**SMOKING IS FORBIDDEN** in the Gov. Building according to US law. Smoking is allowed in front of the building at the designated area.

- Please pay attention to the fact that the neighboring apartments in the building are occupied by American diplomats and family members that might be home during working hours.
- All the utilities (gas, electric, water, sewer, telecommunications) need to remain operational for the building and the neighbors during contractor work.
- No parking and storage of building materials at front of the neighbors' garage entrance is permitted.
- Contractor shall make every effort for saving the existing condition of the surrounding garden and covered areas – any damages made by the contractor will need to be

restored to original condition.

- Contractor shall collect and transport all removed materials and debris on a daily basis because there is not enough space on-site for keeping any material at any other location than the apartment itself.
- These materials shall be transported to the site on that day or no more than one day earlier only than they are needed. The workers name and data list needs to be provided by contractor for checking one week before site work will be started.

#### **IV. Inspection and Acceptance by COR**

The POC, designee has a right to inspect and test all work called for by the contract, therefore, the Contractor shall accept the inspections by the POC designee. If any of the work does not conform to the contract requirements, the Government may require the Contractor to perform the services again in conformity with the contract requirements, at no additional cost to the Government.

#### **V. Amount of contract:**

The Bid must be valid 60 calendar days.

Contractor shall submit price included 21 % VAT (but on a separate line for VAT).

End Scope of Work