

# CONTRACT AGREEMENT

## City of Missoula Parks and Recreation Department

### 2013 STUMP GRINDING SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of January XX, 2013, in the City of Missoula, County of Missoula, State of Montana, by and between the City of Missoula, a municipal organization under the laws of the State of Montana (hereinafter referred to as "City") and Treasure State Tree Service, (hereinafter referred to as the Contractor.)

#### WITNESSETH

For and in consideration of the mutual promises and agreements set forth herein, the City and Contractor mutually stipulate and agree to the following provisions:

#### I. PROFESSIONAL SERVICES CONTRACT WITH CITY

The City hereby agrees to retain the professional services of Contractor pursuant to the terms and provisions of this Agreement. Work shall be accomplished with all reasonable care and minimal disruption or damage to other trees, grounds, driveways, streets, and curbs, sidewalks, structures and utilities on or adjacent to work site. Any damage shall be reported in writing to a property owner and the Urban Forester at 100 Hickory St, on the day of occurrence, and such damage shall be repaired at the Contractor's expense within five days of the occurrence (unless demonstrable reason for a delay can be shown). Failure to do so may be cause for termination of the contract. Contractor agrees to perform the professional services identified pursuant to the terms and provisions of this Agreement in a competent, professional, and acceptable manner.

#### II. SCOPE OF PROFESSIONAL SERVICES

##### A. General Information

1. Contractor agrees to furnish all labor, supervision, equipment, materials, and expertise necessary for stump grinding on the public rights-of-ways in the City of Missoula and in specified City parks, all in accordance with the attached listed awarded locations identified in Exhibit A.
2. Contractor will adhere to all standards identified in Exhibit B as well as applicable "ANSI – Z133.1 – 2006 Safety Requirements and Manual on Uniform Traffic Control – 2009,
3. Contractor shall be in compliance with City of Missoula business license requirements, Public Works traffic and sidewalk control measures and Municipal Code Section 12.32.

### III. NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, sexual orientation, gender identity, or gender expression, or national origin, or because of age, physical or mental disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, color, sex, national origin or because of age, physical or mental disability or marital status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

### IV. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, subgrantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan and Title 49, M.C.A., or forfeit the right to continue such business dealings.

### V. EVIDENCE OF WORKERS' COMPENSATION COVERAGE

Contractor hereby certifies that Treasure State is covered by a Workers' Compensation insurance program with either the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for Contractor's workers' compensation insurance or claims. Contractor shall provide evidence of such coverage to the City Clerk prior to the City Clerk's validation of the agreement.

### VI. LIABILITY INSURANCE

Contractor hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of **\$1,500,000.00** per occurrence that includes liability for accidents occurring during contract or at the project site that are attributable to the Contractor or its agents' conduct. The maximum limitation on individual claims is \$750,000 and 1.5 million for each occurrence.

### VII. PAYMENT FOR SERVICES

The parties hereto mutually agree that the total costs for acceptable performance of all professional services of Contractor pursuant to this agreement shall be **TWENTY THOUSAND THREE HUNDRED AND SEVENTY FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$20,374.75)**. The City may be billed at the end of each week for all work completed in accordance with the terms of the contract.

No invoice shall include Federal excise tax, since the City is exempt therefrom and will furnish certificates of exemptions as needed. The Agency or Contractor must, in accordance with Section 15-50-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the Contractor or subcontractor. Amount withheld from the prime Contractor must be forwarded to the Department of Revenue.

## **VIII. MODIFICATION AND WAIVER**

This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any waiver must be in writing.

## **IX. LICENSE TO DO BUSINESS**

Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must obtain or have a valid City of Missoula business license and must comply with applicable business regulation ordinances. No payments shall be made by the City pursuant to this Agreement until a valid City business license has been obtained. Contractor shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until such time as a valid City business license is acquired by Contractor.

## **X. PREVIOUS AGREEMENTS**

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

## **XI. DETAILED SPECIFICATIONS FOR STUMP GRINDING**

The undersigned ("Contractor") agrees to furnish the City of Missoula, a Montana Municipal Corporation, stump grinding services conforming to the specifications attached hereto in Exhibit C (Project Special Conditions), and Exhibit D (Stump Grinding Project Specifications), with such exceptions or modifications, as are herewith set forth, and in accordance with the terms and conditions set forth herein.

## **GENERAL TERMS AND CONDITIONS**

### **A. Damage to Property**

Any damage to property as the result of the Contractor's operations shall be the responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the City, the City of Missoula reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor. The Contractor shall inform the Urban Forester of any damage caused by the Contractor's operation on the day such damage occurs.

## **GENERAL TERMS AND CONDITIONS (cont'd)**

### **B. Basis of Payment**

The Contractor shall be paid for the work described herein on a per bid basis for each listed location (See Exhibit A). The Contractor may submit weekly progress billing requests with delivery of required Daily Reports. Partial payment shall be made to the Contractor as work progresses but, in no case, shall payment be made on contracted stump that is not completed to the satisfaction of the Urban Forester and in accordance with these specifications and accepted industry practices.

### **C. Daily Report**

A written daily report shall be prepared during the contract period and submitted weekly to the Urban Forester listing locations and numbers of stumps ground, on forms provided by the City of Missoula.

### **D. Starting and Completion Requirements**

Work may begin on or after the 1st day of February 1, 2013, pending Agreement signatures and City Notification to Proceed or at a time mutually agreed upon by the Contractor and the Urban Forester. All work shall be completed prior to 6:00pm on Friday May 17, 2013.

### **E. Working Hours**

The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, unless authorized by the City Forester or their representative.

### **F. Stump Grinding Specifications**

1. All work and materials supplied shall be performed in accordance with the Bid Specifications, Project Special Conditions and Project Specifications provided in Exhibit B, Exhibit C, and Exhibit D.
2. Attention is to be given to leaving no above-ground trip hazard associated with the ground stump and surface roots. Contractor shall ensure placement of appropriate amounts of top soil, sweeping, raking and removal of rocks and debris at each stump grinding location; is completed a timely manner and in accordance with listed specifications.

### **G. Inspection of Work**

All work must be completed to the satisfaction of the City Forester, or a designated representative, and any questions as to proper procedures or quality of workmanship will be resolved by the same.

## **GENERAL TERMS AND CONDITIONS (cont'd)**

### **H. Discontinuance of Work**

Any practice obviously hazardous as determined by the City Forester, or a designated representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

### **I. Personnel and Equipment**

**Contractor is not required to have an International Society of Arboriculture Certified Arborist on staff during the term of contract.** The Contractor shall supply all material, equipment and personnel necessary to complete the work specified.

### **J. Work Crew Supervision**

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Urban Forester or their representative.

### **K. Protection of Utilities**

Stump grinding operations may be conducted in areas where overhead and/or underground 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/her operation. The Contractor shall make arrangement with the utility for marking of all utilities that may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor and a time extension may be requested if deemed necessary.

### **L. Safety Standards**

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1, or as amended and the Montana Uniform Traffic Control and must be up to date with all Manufactures" recalls and/or safety upgrades and OSHA requirements..
2. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City of Missoula and is coordinated with the appropriate City departments. A 2 week notice of lane or street closures is required.

## **GENERAL TERMS AND CONDITIONS (cont'd)**

3. The Contractor shall provide adequate barricades, flagmen, signs and/or public safety warning devices during the performance of the contract to protect and control motorists and pedestrians. Yellow flashing lights mounted on the vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the City Forester.

### **M. Work Locations**

Stumps to be ground shall be those specified in EXHIBIT A.

### **N. Waste Disposal**

Disposal of organic, soil and rock waste generated by work described within this contract will be the responsibility of the Contractor.

No waste shall be left on work site overnight unless prior arrangements are made with Urban Forester.

### **O. Questions**

All questions should be directed to: Greg Howe, Urban Forester  
Missoula Parks and Recreation  
100 Hickory St.  
Missoula, Mt. 59801  
(406) 552-6270  
ghowe@ci.missoula.mt.us

## **XII. BINDING EFFECT**

This agreement shall inure to the benefit of and be binding upon the City and their respective successors and assigns.

## **XII. SEVERABILITY**

If a part of this agreement is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

#### XIV. TERM OF AGREEMENT

This contract agreement will be in force and effect on the date signed by the Mayor of the City Missoula and shall run until May 17<sup>th</sup> or until all work is completed to the satisfaction of the Urban Forester or as may be terminated in writing as provided hereinbefore.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year in this certificate first hereinabove written.

CONTRACTOR: Treasure State Tree Service  
13601 Crystal Creek Rd.  
Clinton, MT 59825  
Phone: (406) 240-4095

Date: \_\_\_\_\_

OWNER:

City of Missoula  
Missoula City Hall  
Missoula, Montana 59802

Date: \_\_\_\_\_

Mayor John Engen

ATTEST:

Date: \_\_\_\_\_

Martha Rehbein, City Clerk

Approved as to form:

Date: \_\_\_\_\_

Jim Nugent, City Attorney

[illegible]

**EXHIBIT A**  
**STUMP GRINDING BID & AWARD FORM**

[2013 Stump Grinding contract award list](#)

NOTE: 1 of 4 PAGES TOTAL



## **EXHIBIT B**

### **BID SPECIFICATIONS**

The following descriptions have been included only to provide a limited overview of each bid item and to clarify bid items to prospective bidders. The following descriptions are not intended to be all-inclusive, and shall not supersede the plans, specifications or documents included by reference as part of the contract documents. All items of work will require the selected contractor to provide all materials, labor, tools, supplies and other incidentals required to complete the work whether explicitly stated in the bid item description or not. These Bid Specifications are incorporated into this Contract Agreement.

#### **1.0 STUMP GRINDING Lump Sum bid per work order location – includes all items listed below**

This bid item includes, but is not limited to, all costs associated with providing mobilization, equipment, personnel, materials and supplies and deflection devices for grinding stumps 8” below the ground surface. All work shall be in accordance with specifications and details listed in Exhibit C and Exhibit D. This bid item will be paid for by actual number of stumps ground and stump sites reclaimed.

#### **MOBILIZATION AND DEMOBILIZATION**

Includes, but is not limited to, all costs associated with mobilization and demobilization of equipment, personnel, traffic control devices, materials, supplies and debris to and from the project site..

#### **ROOT CHASING**

This includes, but is not limited to, all costs associated with providing equipment, personnel, materials, and supplies to grind surface roots a minimum of 2 inches below grade. All work shall be in accordance with Specification 02930 “Stump Grinding”. This bid item will be paid for by actual number of stumps ground and stump sites reclaimed.

#### **DEBRIS REMOVAL**

This includes, but is not limited to, all costs associated with providing equipment, personnel, materials, and supplies to remove all grinding debris from each site and properly dispose of it. All work shall be in accordance with Specification 02930 “Stump Grinding”. This bid item will be paid for by actual number of stumps ground and stump sites reclaimed.

#### **RE-ESTABLISHING GRADE WITH TOPSOIL**

This includes, but is not limited to, all costs associated with providing equipment, personnel,

materials, and supplies to add topsoil to each stump grinding site for re-establishing a level grade. All work shall be in accordance with Specification “Stump Grinding” in this manual. This bid item will be paid for by actual number of stumps ground and stump sites reclaimed.

#### **SITE SAFETY**

This includes, but is not limited to, all costs associated with providing for utility protection, pedestrian protections, traffic safety, and work zone safety. This bid item will be paid for by actual number of stumps ground and stump sites reclaimed.

### **2.0 MISCELLANEOUS WORK**

Use of this bid item is at the sole discretion of the owner and is not guaranteed to be used. Miscellaneous Work includes any minor work which may be encountered during construction which is not addressed elsewhere in the contract. Miscellaneous Work will be measured by the respective unit for material and/or performed or directed in writing by the Owner and will be at agreed prices on a force account basis. If this item is not used, there will be no payment to the Contractor for this item.

**EXHIBIT C**  
**PROJECT SPECIAL CONDITIONS**

These Project Special Conditions are special provisions that modify and/or supplement in part the General Conditions or the Technical Specifications of the contract, as well as Drawing Sheets. In the event of a conflict, these Project Special Conditions shall take precedence. These Project Special Conditions are incorporated into this Contract Agreement.

**1. GENERAL INFORMATION**

The contractor will be required to grind all individual stumps as described in the bid proposal form. Contractor agrees to furnish all supervision, expertise, labor, equipment, and materials necessary to grind stumps and chase surface roots in the public right of way in the City of Missoula in the areas identified in the Contract Documents and drawings and plan sheets. The work requires special expertise and is to be performed by a company that derives a majority of its annual income from landscape/tree work and whose employees are trained and skilled in all phases of the landscape/tree maintenance industry and rights-of-way safety.

**2. SITE WORK DESIGN SPECIFICATIONS AND PRECEDENCE**

The site work construction specifications in this contract are based upon Montana Public Works Standard Specifications (MPWSS), Sixth Edition, March 2003, DIVISION 2 SITEWORK, Section 02100 (Site Preparation), Section 02200 (Earthwork), Section 02500 (Paving and Surfacing) and Section 02900 (Landscaping); Units of measurement for payment are provided separately for this project in the Bid Proposal for Construction and/or in these Project Special Conditions where deemed necessary.

Where site work design specifications are in conflict with these contract documents, precedence is established as follows, from lowest to highest:

MPWSS 6<sup>th</sup> Edition  
City of Missoula Standard Drawings  
These Project Special Conditions  
This Contract Agreement  
Change Orders executed to this Contract Agreement

**3. TRAFFIC CONTROL AND SIGNING**

The traffic control shall meet all requirements set forth by the Manual of Uniform Traffic Control Devices - 2009 and the City of Missoula Standardized Construction Traffic Control Plans.

Work on this project may require lane closures. The contractor shall submit a traffic control plan to the Project Manager for City of Missoula Public Works approval before beginning construction. A two week advanced notice on lane or road closures is required.

Temporary Sidewalk fencing (STD-171) shall be used to provide pedestrian route around work areas.

**4. MAINTENANCE OF TRAFFIC & ACCESS FOR EMERGENCY SERVICES**

It is the Contractor's responsibility to maintain private and emergency vehicle traffic routes at all times. It is the Contractor's responsibility to sign the routes if they are temporarily closed and to sign an approved detour.

**5. LANDSCAPING, IRRIGATION, AND TOPSOIL**

The contractor shall be aware that there may be underground irrigation adjacent to the location of existing curbs and sidewalks. Any damage to this underground irrigation shall be the contractor's responsibility to repair, at no additional cost.

Every reasonable attempt must be made to minimize damage to existing boulevard areas. All damaged areas must be reclaimed with topsoil and grass seed.

No additional compensation shall be provided for removal of existing landscaping and sod.

**6. PARKED CARS**

The Contractor will be responsible for the removal of parked cars within the construction zone by signing and notification at least 48 hours in advance of moving onto the site. If the Contractor has made a reasonable effort to have a vehicle removed from the construction zone but is unsuccessful, the Contractor shall contact the MPR's Project Manager, who may authorize the Contractor to have the vehicle moved if necessary. If an unauthorized vehicle parks within a properly signed construction zone, the contractor shall again contact the MPR's Project Manager, who may then authorize the Contractor to move the vehicle if necessary.

**7. PERMITS**

Contractor is required to obtain all applicable permits for this Project with the City of Missoula Public Works Dept. and the City of Missoula Parks & Recreation Dept.

**8. PLAN SHEETS**

The plan sheets are only illustrative. Any discrepancy between the plan and actual location site shall be brought to the attention of the Project Manager before any grinding takes place.

**9. LIEN/CLAIM WAIVERS AND AFFIDAVIT OF BILLS PAID FOR RELEASE OF FINAL PAYMENT**

Bidder's attention is invited to General Conditions, Section 2.6.02 which requires completion and submission of construction lien/claim waivers and an Affidavit of Bills Paid for Release of Final Payment. The new text is also copied below:

"Requests for Payment shall be accompanied by a City of Missoula Lien/Claim Waiver Form, with appropriate "Conditional" and "Unconditional" portions completed, from the Prime Contractor and from each vendor, subcontractor and sub-subcontractor. Prime Contractor shall submit an Affidavit of Bills Paid for Release of the Final Payment. For projects under \$50,000 a single Lien/Claim Waiver form may be submitted from each vendor, subcontractor and sub-subcontractor with the Request for Final Payment, accompanied by the Prime Contractor's Affidavit of Bills Paid for Release of the Final Payment."

Forms are provided near the end of this contract bidding document. Use of alternative form requires pre-approval of the Missoula City Attorney.

**EXHIBIT D**  
**STUMP GRINDING PROJECT SPECIFICATIONS**

**PART I GENERAL**

**1.01 SECTION INCLUDES**

- A. The work of this section consists of all mobilization, labor, equipment, materials and supplies for stump grinding street tree stumps and root chasing secondary surface roots.
- B. Removal of Debris.
- C. Top-Soil.
- D. Re-Establishing the Grade.
- E. Miscellaneous Work.

**1.02 REFERENCES**

- A. *Arboriculture Operations Safety Requirements*, ANSI – Z133.1 2006 (or most current edition)
- B. *Manual on Uniform Traffic Control Devices*, MUTCD 2009 (or most current edition)

**1.03 DEFINITIONS**

- A. D.B.H. [diameter at breast height]: Measurement of trunk diameter taken at four-and-one-half feet off the ground.
- B. Root Flare/Trunk Flare: The area at the base of the trunk where the trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- C. Root Chasing: Is a technique of following and grinding down the roots that sometimes radiate from stumps.
- D. Stump: The trunk flair projecting from the ground; surface roots, when present and the underground root system which are left after most of the trunk has fallen or been cut down.

**1.04 OTHER SUBMITTALS**

- A. Installer Qualifications: Include project references, name, phone number, address and contact person

for 3 projects successfully completed within the last 5 years of similar size and scope of this project.

- B. Submit list of equipment. Submit a list of all stump grinding equipment proposed to be used.
- C. Certificates and schedules: Provide all certificates required by law and delivery schedules as specified with this Special Provision

### **1.05 QUALITY ASSURANCE**

- A. Landscape/Tree Contractor Qualifications: Company specializing in landscape/tree maintenance work including stump grinding with 3 years experience and previous experience on projects of similar scope to this project. Provide one person to act as supervisor at all times during execution of this portion of the work. This person shall be thoroughly familiar with the type of work being completed, materials being installed and best methods for their installation, and direct all work performed under this section.
- B. Stump Grinder(s): Furnish required equipment for the project in accordance with the plans and specifications. All stumps are expected to be ground to a depth of 8" unless specified in the bid table. If surface roots are present they shall be ground to a minimum of 2" below grade.
- C. Inspection: Stump locations for the Project are subject to inspection before, during, and post removal by the OWNER. Damaged infrastructure, irrigation systems, utilities or boulevard lawns will be replaced at the Contractors cost.

### **1.06 REGULATORY REQUIREMENTS**

- A. Comply with any and all required Federal, County or City of Missoula regulatory agencies for debris disposal, erosion control issues, traffic lane closures, etc.

### **1.07 DELIVERY, STORAGE, AND HANDLING OF MATERIAL**

- A. All debris is to be disposed of in an environmentally sound way so as to protect water quality and public health and safety.
- B. All bulk topsoil should be delivered to a central location under the contractor's control. It shall be protected from debris gathering on it or around it. The contractor shall deliver topsoil to the location of the ground stump for use in filling holes and achieving a level grade.

## **1.08 ENVIRONMENTAL REQUIREMENTS**

A. Do not grind or chip when wind conditions make the site unsafe for the operator or the public.

## **1.09 WARRANTY**

A. This is no warranty required under this Project.

## **1.10 MAINTENANCE SERVICE**

A. No continued maintenance after the original work is completed is required for this Project

## **PART2 PRODUCTS**

### **2.01 PLANT MATERIAL**

A. Plant material such as sod and other vegetation will only be required under this contract if it is damaged during the Project.

### **2.02 SOIL MATERIALS**

A. Topsoil Backfill: All soil backfill shall be high quality topsoil and will be free of rocks larger than 1.0 inches, sticks, roots and other debris.

### **2.03 SOIL AMENDMENT MATERIALS**

A. Not required but can be mixed at a rate of 1/3 compost; 'EKO Compost', 'Glacier Gold' or approved equal to 2/3 quality topsoil.

### **2.04 ACCESSORIES**

A Debris deflectors – Plywood or other materials able to catch and stop ground chips from becoming airborne and screening the work from passing by vehicles or pedestrians shall be used when conditions warrant their use.

## **PART 3 EXECUTION**

### **3.01 LOCATION OF UTILITIES**



- A. The Contractor shall notify One Locate to verify location of underground utilities before excavation begins. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

### **3.02 SIGNING SITES and EXCAVATED STUMP HOLES**

- A. Forty –eight hours prior to work commencing on a street, if parking is allowed along the street right-of-way then no parking - tow zone signs shall be posted alerting adjacent property owners, tenants or visitors of the temporary parking restrictions.
- B. If an adjacent rights-of-way bike route is to be partially blocked off or temporarily closed a Detour with proper signage must be set up.
- C. Ground stump holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices. At no time shall a hole be left unattended when not barricaded or safety fence installed or other appropriate measures in place to protect the public health and safety.
- D. At the end of each day of work all debris, excess topsoil, materials, supplies, traffic control devices etc. must be removed from the site.

### **3.3 STUMP REMOVAL**

- A. The Contractor shall remove stumps by grinding in conformance with a schedule submitted to the Project Manager prior to work beginning.
- B. The Contractor shall provide adequate shielding to prevent flying debris during all stump removal operations.
- C. The Contractor shall temporarily remove (and replace following completion of the work) any public or private improvements located within the stump removal site. Improvements shall include, but not be limited to, loose bricks and pavers, landscape rocks and stones, small shrubs and plants, filter fabrics, and mulch.
- D. All stump wood and primary roots shall be removed to the required depth.
  - 1. The minimum hole depth shall be 8" inches unless otherwise specified in Table T-1.
  - 2. The minimum hole width shall be the widest part of the trunk flair.

- E. The Contractor shall notify the Owner of soil conditions or other obstructions the Contractor believes may be detrimental to future trees being planted in a ground out stump hole.
- F. Open stump removal sites shall not be backfilled until inspected by the Project Manager or his designee.

### **3.4 SURFACE ROOT GRINDING**

- A. The Contractor shall grind surface and subsurface roots outside the trunk flair zone when roots are observable either directly or by evidence of raised soil. If clarification is needed contact the Project Manager for direction.
- B. Surface roots shall be ground down a minimum of 2 inches below grade.
- C. Root grinding sites shall be backfilled with topsoil to one (1) inch above grade. Backfill shall be tamped to consolidate.

### **3.5 CLEANUP**

- A. The Contractor shall remove all stump wood, roots and chipped debris within the stump removal site. Stump grindings (wood chips mixed with dirt) shall be excavated from the stump removal site and delivered to a proper refuse facility.
- B. Root grindings from surface and subsurface root grinding (wood chips mixed with dirt) shall be excavated from the site and delivered to a proper refuse facility.
- C. All areas shall be finish-graded to match existing grade with high quality topsoil. The topsoil may be a mixed blend of 2/3 topsoil to 1/3 compost; 'EKO Compost', 'Glacier Gold' or approved equal.
- D. Replace or repair any infrastructure damaged during the process of this Project.

### **3.6 ACCEPTANCE**

- A. The Owner reserves the right to inspect work or designate others to inspect the work at anytime during the contract length. The Owner or his designee shall perform an inspection with or without the Contractor to note and correct any discrepancies.
- B. Acceptance of ground stumps and surface roots, if applicable, by the Owner shall be for general conformity to specified work details and shall not relieve the Contractor of responsibility for full

conformity to the contract documents.

- C. Upon completion and re-inspection of all re-grindings or infrastructure repair necessary the Owner shall certify in writing that the work has been accepted.

### 3.8 FINAL INSPECTION AND ACCEPTANCE

- A. When all stumps are ground, all surface roots are ground, any re-grindings are completed and all infrastructure repairs are completed and upon written request of the Contractor, the Owner shall inspect all work for final acceptance. The request shall be received at least 5 working days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Owner at that time, the Owner shall certify, in writing, that the project has received final acceptance

