

TREE REMOVAL AGREEMENT

(Munster Parks Tree Removal Project 2014)

This Agreement is made and entered into as of this ____ day of October, 2014 by and between the Town of Munster (Town) and _____ (Contractor).

WHEREAS, the Town has identified the need to remove public park Ash trees affected by Emerald Ash Borer (EAB) as well as other trees with risk of failure; and

WHEREAS, the Town has identified 100 trees for priority removal; and

WHEREAS, the Town wishes to engage _____ (Contractor) to provide tree removal services as outlined in this Agreement;

NOW THEREFORE, the parties agree and covenant as follows:

1. Pursuant to the terms of this Agreement, _____ (Contractor) will perform tree and stump removal services for the Town of Munster:
 - a. Contractor must be licensed with the Town of Munster, valid 2014.
 - b. Agreement will be for 100 trees and stumps as noted on the attached tree inventory report and marked with blue paint X and a tree removal placard.
 - c. Individual tree removal shall be completed within 48 hours of start of tree removal. All waste from tree removal is to be removed and the work site area leveled.
 - d. Trees and stumps are to be removed without damage to private or public infrastructure or property. Felling of large limbs and trunks onto pavement or concrete surfaces shall be avoided as much as possible. Repair of damage done to sidewalks, driveways, curbs, fences, streets, fire hydrants, any other fixtures or infrastructure, property, and vegetation shall be the sole responsibility of the Contractor. Failure to make repairs in a timely fashion may result in delay of payment for services.
 - e. Stump removal is to include grinding out the stump and surface roots to a minimum depth of 10” below ground level. The hole will be refilled by Contractor with chips and soil from the site and mounded to compensate for subsequent settling. This backfill material shall be compacted to limit settling. The mounded fill shall not exceed 4” in height above ground level. Contractor will not be responsible for replacing grass where stumps are cut.
 - f. Contractor shall be solely responsible for initiating, supervising and maintaining any needed safety precautions in connection with the work. Contractor shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to employees, bystanders, materials, equipment and property. Any work near power lines shall be performed by a trained, qualified line clearance arborist as defined by the ANSI Z-133.1 standard.

- g. Contractor is responsible for blocking streets or sidewalks as may be required. It is the total responsibility of the Contractor to coordinate traffic with the Department of Public Works and Law Enforcement Agencies.
 - h. Disposal of tree waste shall comply with all Indiana and federal requirements regarding EAB infested woody debris. It is the contractor's responsibility to dispose of all woody debris on an approved site and not on Town of Munster property.
 - i. The Town must be notified of any use of sub-contractors. Use of any sub-contractors in the performance of this Agreement must be approved in writing by the Town before such work commences.
2. Work on this Agreement will commence on at the signing of this Agreement and will be completed by December 15, 2014.
 3. The Town shall pay a sum not to exceed _____ based on the following fee structure:

| Diameter Class (DBH) | Number of Trees | \$ Price Each | \$ Total Cost |
|----------------------|------------------|---------------|-----------------|
| 3"- 5" | 11 | \$ _____ ea | \$ _____ |
| 6"- 11" | 35 | \$ _____ ea | \$ _____ |
| 12"- 17" | 15 | \$ _____ ea | \$ _____ |
| 18"- 23" | 20 | \$ _____ ea | \$ _____ |
| 24"- 29" | 10 | \$ _____ ea | \$ _____ |
| 30"- 35" | 5 | \$ _____ ea | \$ _____ |
| 36"- 41" | 3 | \$ _____ ea | \$ _____ |
| 53" | 1 | \$ _____ ea | \$ _____ |
| TOTAL | 100 trees | X | \$ _____ |

4. Billing shall be made at the completion of all contracted work. Payment shall be made within 30 days of invoice provided all contracted work has been satisfactorily completed.
5. The individual signing below on behalf of _____ (Contractor) personally guarantees that he has the authority to enter this Agreement on behalf of _____ (Contractor). Likewise, the individual signing for the Town also has the authority to enter into this Agreement on behalf on the Town of Munster.
6. Before commencing work, Contractor and any subcontractor shall deliver to the Town of Munster certificates of workers compensation insurance in statutory amounts, general liability insurance covering personal injury (\$1,000,000) and property damage (\$1,000,000), and it shall maintain said insurance during the period of the contract.
7. In the event that one party asserts that the other has failed to carry out the terms of this Agreement, the party may declare a default and seek its remedies under law and equity.

8. In the event of a default in the performance by either party, and an attorney represents a party hereto, the party who prevails in the dispute or collection shall recover its costs, expenses and reasonable attorney fees in addition to any other recovery.

Dated this ____ day of January, 2014.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

FOR: Town of Munster

Contractor: _____

Title: _____

Tax ID # _____