

CITY OF KENNER  
Bid Documents  
For  
Sealed Bid No. 25-6930

*CONTRACT TO PROVIDE TREE WORK CITYWIDE*



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**INVITATION TO BID**

Sealed Bid No. 25-6930

12/17/2025

*CONTRACT TO PROVIDE TREE WORK CITYWIDE*

Sealed Bid No. 25-6930

The City of Kenner (also referenced as “Kenner” and “Owner”) will receive sealed bids for:

Provide Tree Work Services Citywide

Bidders may also obtain copies of the bid documents and submit bids electronically by visiting [www.centrallauctionhouse.com](http://www.centrallauctionhouse.com). Sealed bids may also be received by mail or in-person until **January 22, 2026** at **9:45 a.m.**, by the City of Kenner in the Finance Department located at:

1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062

All interested parties are invited to attend the Bid Opening on the same day at 10:00 a.m. in the City of Kenner, Building D Auditorium, 1610 Rev. Richard Wilson Drive, Kenner, Louisiana, at which time the bids will be publicly read.

**CITY OF KENNER**

/s/Elizabeth Herring  
Chief Financial Officer

Advertisement:

The Advocate

December 17, 2025

December 24, 2025

December 31, 2025

## **INSTRUCTIONS TO BIDDERS**

B-1 Questions. Bidders should email all questions to [Fincontracts@kenner.la.us](mailto:Fincontracts@kenner.la.us) no later than FIVE (5) working days prior to bid opening. All questions will be answered by addenda to all parties recorded as having received the bidding documents. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B-2 Bid Format. All bids must be written in ink or typewritten and signed by a member of the entity or authorized representative. Bids may not be corrected or altered by erasure, strikethrough, or any other means unless each correction is initialed by the Bidder.

B-3 Price. The City of Kenner will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Failure to bid on an item will also result in rejection of the bid.

B-4 Brand Names. Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality provided brand names and stock numbers are specified.

B-5 New Materials. All materials and/or products must be new and of current manufacturer, unless otherwise stated.

B-6 Product Data. Complete product data of equal products may be required prior to award. All items appearing in the manufacturer's regularly published specifications furnished by the Bidder are assumed to be included in the Bidder's proposal. Any additions, deletions, or variations from manufacturer's regularly published specifications must be outlined in an attached letter. Minor deviations from these specifications, which do not impair comparative functional equivalency will be accepted.

B-7 Local Preference. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LA R.S. 38:2252).

B-8 Bid Awards. The City of Kenner reserves the right to award contracts or place orders with the lowest responsive bidder, on a lump sum or individual item basis or such combination as shall in its judgment be in the best interest of the city. Awards will be based on compliance with the specifications and the delivery and/or completion date.

B-9 Delivery Charges. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

B-10 Estimated Quantities. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

B-11 Price Extensions. In case of an extension error the unit price shall prevail.

B-12 Withdrawal. All bids submitted shall remain binding and may not be withdrawn for a period of forty-five (45) days after the scheduled closing date for receiving bids, except as provided for in La R.S. 38:2214(C) & (D).

B-13 Bidder Certifications. By submitting a bid, the bidder certifies that it has a) carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project all in strict accordance with the Bidding Documents prepared by the City of Kenner. The bidder further if awarded they agrees to the agreement term and condition set out in these bid documents.

B-14 Acceptance of Bids. The acceptance and rejection of bids will be in accordance with the Louisiana Public Bid Law. Kenner will consider compliance with the prescribed requirements, the qualifications of the Bidders, and price to determine the lowest responsive and responsible Bidder for award.

#### **Documentation Required for Bid Submission**

B-15 Corporate Resolution. If someone other than the corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1 )(c) or RS 38:2212 (0). Bidders may use the form provided and attach to the proposal if needed.

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Kenner  
1803 23<sup>rd</sup> Street, Suite B  
Kenner, Louisiana 70062

BID FOR: Sealed Bid 25-6930  
Provide Tree Work Citywide

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: CITY OF KENNER and dated 12/17/2025

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public Work as prescribed by LA R.S. 38:2212(B)(5).

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

TO: City of Kenner  
 1803 23<sup>rd</sup> Street, Suite B  
 Kenner, Louisiana 70062

BID FOR: Sealed Bid 25-6930  
 Provide Tree Work Citywide

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices.

Amounts shall be stated in figures and only in figures.

DESCRIPTION:	Trim trees 10-15" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
1	5	EA		

DESCRIPTION:	Trim trees 16-21" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
2	7	EA		

DESCRIPTION:	Trim trees 22-27" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
3	1	EA		

DESCRIPTION:	Trim trees 28-33" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
4	1	EA		

DESCRIPTION:	Trim trees 34-39" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
5	4	EA		

DESCRIPTION:	Trim trees 40-45" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
6	1	EA		

DESCRIPTION:	Trim trees 46-51" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
7	1	EA		

DESCRIPTION:	Trim trees 52" and over D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
8	1	EA		

DESCRIPTION:	Remove trees 10-15" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
9	3	EA		

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

DESCRIPTION:	Remove trees 16-21" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
10	1	EA		
DESCRIPTION:	Remove trees 22-27" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
11	1	EA		
DESCRIPTION:	Remove trees 28-33" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
12	1	EA		
DESCRIPTION:	Remove trees 34-39" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
13	1	EA		
DESCRIPTION:	Remove trees 40-45" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
14	1	EA		
DESCRIPTION:	Remove trees 46-51" D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
15	1	EA		
DESCRIPTION:	Remove trees 52" & over D.B.H.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
16	1	EA		
DESCRIPTION:	16-21" Stump removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
17	7	EA		
DESCRIPTION:	22-27" Stump removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
18	1	EA		
DESCRIPTION:	28-33" Stump removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
19	1	EA		

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

DESCRIPTION:	34-39" Stump removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
20	4	EA		

DESCRIPTION:	40-45" Stump removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
21	1	EA		

DESCRIPTION:	46-51" Stump removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
22	1	EA		

DESCRIPTION:	1-3' Root mass removal (uprooted trees)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
23	1	EA		

DESCRIPTION:	4-6' Root mass removal (uprooted trees)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
24	1	EA		

DESCRIPTION:	7-10' Root mass removal (uprooted trees)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
25	1	EA		

DESCRIPTION:	11-15' Root mass removal (uprooted trees)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
26	1	EA		

DESCRIPTION:	16' and over root mass removal (uprooted trees)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
27	1	EA		

DESCRIPTION:	Mulch furnishing & application (in cubic ft. /cubic yd.)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
28	1	CUBIC FT.		

DESCRIPTION:	Emergency call out hourly rate per crew			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
29	5	EA		

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

DESCRIPTION:	Hourly rate for three (3) man crew			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
30	1	EA		

DESCRIPTION:	Hourly rate for aerial truck			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
31	1	EA		

DESCRIPTION:	Hourly rate for chipper			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
32	1	EA		

DESCRIPTION:	Consultation fee for tree care recommendations			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33	1	HOUR		

DESCRIPTION:	10-15 inch D.B.H. Root pruning of trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
34	5	EA		

DESCRIPTION:	16-21 inch D.B.H. Root pruning of trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
35	7	EA		

DESCRIPTION:	22-27 inch D.B.H. Root pruning of trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
36	1	EA		

DESCRIPTION:	28-33 inch D.B.H. Root pruning of trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
37	1	EA		

DESCRIPTION:	34-39 inch D.B.H. Root pruning of trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
38	4	EA		

DESCRIPTION:	40-45 inch D.B.H. Root pruning of trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
39	1	EA		

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

DESCRIPTION:	46-51 inch D.B.H. Root pruning of trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
40	1	EA		

DESCRIPTION:	Root Fertilization (MY COR/BIOPACK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
41	1	EA		

DESCRIPTION:	Cambistat (Growth Retardant) One Application			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
42	1	EA		

DESCRIPTION:	10-15 inch D.B.H. Aeration of Trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
43	1	EA		

DESCRIPTION:	16-21 inch D.B.H. Aeration of Trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
44	1	EA		

DESCRIPTION:	22-27 inch D.B.H. Aeration of Trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
45	1	EA		

DESCRIPTION:	28-33 inch D.B.H. Aeration of Trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
46	1	EA		

DESCRIPTION:	34-39 inch D.B.H. Aeration of Trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
47	1	EA		

DESCRIPTION:	40-45 inch D.B.H. Aeration of Trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
48	1	EA		

DESCRIPTION:	46-51 inch D.B.H. Aeration of Trees			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
49	1	EA		

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

DESCRIPTION:	0-2 inch Tree Limb Hanger Removals			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
50	1	EA		

DESCRIPTION:	2.1 inch – 4 inch Tree Limb Hanger Removals			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
51	1	EA		

DESCRIPTION:	4.1 inch – 6 inch Tree Limb Hanger Removals			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
52	1	EA		

Wording for “DESCRIPTION” is to be provided by the Owner

All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

SAMPLE CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

---

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_, DULY NOTICED  
AND HELD ON \_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON  
MOTION DULY MADE AND SECONDED, IT WAS RESOLVED THAT  
\_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND  
DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH  
FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL  
NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE CITY OF  
KENNER OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS,  
INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS,  
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO  
RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED  
PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE  
AND CORRECT COPY OF AN EXCERPT OF THE  
MINUTES OF THE ABOVE DATED MEETING OF THE  
BOARD OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

---

SECRETARY

---

DATE

## AGREEMENT

This Agreement is entered into between the City of Kenner, Louisiana, ("Kenner"), a local governmental subdivision of the State of Louisiana, and \_\_\_\_\_, ("Contractor") authorized to do business in the State of Louisiana:

1. **Scope of Work:** Contractor will provide tree work services citywide as needed. All work shall meet or exceed all local, state, federal, and manufacturer's codes and guidelines.
2. **Effective Date:** Upon execution, this Agreement will be effective from **7/1/2026 until 6/30/2028.**
3. **Agreement Amount:** This Agreement will not exceed \$300,000.00 annually.
4. **Terms of Payment:** Payment will be made only upon completion and acceptance of the project by Kenner. Contractor shall invoice Kenner upon completion of work by e-mail to [purchasing@kenner.la.us](mailto:purchasing@kenner.la.us). Invoices must be submitted within forty (40) days of services/materials billed for. Invoices submitted after this period are subject to non-payment by Kenner.
5. **Notices:** Any communications shall be in writing and delivered personally, electronically or by certified mail as follows:

Notices should be sent to Kenner at the following address:

Department of Public Works  
c/o Director  
1803 23<sup>rd</sup> Street, Suite B Kenner, LA 70062  
[ccalamari@kenner.la.us](mailto:ccalamari@kenner.la.us)

Notices should be sent to Contractor at the address provided on the Bid Form.

Written notices delivered personally, electronically or by certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

6. **Insurance:** Contractor shall maintain insurance coverage in conformity with the Insurance Specifications provided for in Bid 25-6930 and attached. Contractor shall provide a certificate of insurance evidencing such coverage prior to the execution of this Agreement.
7. **Bonds:** No Payment and performance bonds will be required.
8. **Permits and Licensing:** Contractor shall obtain any and all permits and/or licensing for the work to be performed when required by the City of Kenner Code of Ordinances and/or by Louisiana law. When applicable, Contractor shall be responsible for the payment of these permits and licenses, and all permits and licenses must be obtained prior to the execution of this Agreement.

9. **Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.
10. **Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
11. **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future, any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor of obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.
12. **Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
13. **Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.

14. **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.
15. **Taxes:** Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.
16. **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.
17. **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.
18. **Entire Agreement:** This Agreement represents the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.
19. **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or

omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

20. **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
21. **Code of Ethics:** Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
22. **Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.
23. **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in

any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.

24. **Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.
25. **Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

\*\*\*Applicable to all contracts in the amount of \$100,000 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this Section.
26. **Federal Clauses:** Contractor agrees to the terms and provisions provided for in "Appendix A" (applicable to all federally funded and reimbursable agreements).

[Signature blocks will be added to the Agreement when executed electronically]

**CITY OF KENNER  
GOODS AND SERVICES VENDORS  
FOR CONTRACTS OVER \$100,000  
CONTRACT INSURANCE SPECIFICATIONS**

**PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL  
INSURANCE COSTS ARE INCLUDED IN BID.**

**I. INSURANCE REQUIREMENTS:**

**THE VENDOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS PROJECT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS KENNER), THROUGH ITS RISK MANAGEMENT CONSULTANT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO THE START OF WORK. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT, PREFERRED VENDOR STATUS OR PERMIT ISSUANCE. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.**

**A. GENERAL:**

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by KENNER shall be excess and non-contributory insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Required primary limits may be reached with the addition of umbrella or excess liability limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. **“CLAIMS MADE” POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers’ liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

**B. INSURANCE:**

Insurance obtained and maintained by the Vendor shall contain the following coverages and limits:

**1. WORKERS COMPENSATION:**

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employers Liability with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000; and

c. Waiver of subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

## **2. GENERAL LIABILITY:**

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent;
- b. Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate; including
  1. Product Liability coverage if selling food or goods, and
  2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers on CG 2010 Form B (edition 07 04), or approved equivalent; and
- d. Waiver of Transfer of Rights of Recovery Against Others to in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Note: The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.

## **3. AUTO LIABILITY:**

- a. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto **OR** All Owned Autos and Hired and Non-owned Autos. If Vendor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

# **II GENERAL SPECIFICATIONS**

## **A. Vendor's Liability Insurance:**

The Vendor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Vendor's performance and furnishing of the work, goods or services, whether it is performed and/or furnished by the Vendor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods or services, or

by anyone for whose acts any of them may be liable, and shall name The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured thereunder. Additionally, the Vendor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Vendor shall require all subcontractors to maintain, in limits equal to or greater than Vendor's, the same insurance coverage for work performed or goods or services provided. The vendor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any work and provide goods and/or services. At no time shall the Vendor allow any subcontractors to perform work and/or provide goods or services without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Vendor shall be responsible for any damages or liabilities arising from the subcontractor's work, actions, or inactions.

## **B. General Requirements:**

### **1. Qualifications of Insurers:**

- a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most currently published A.M. Best Guide. Any variance must be approved by KENNER.
- b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or it ceases to meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all work or provision of goods and/or services until the receipt of acceptable replacement insurance.

**2. Partnerships and Joint Ventures:** If the Vendor is a partnership or joint venture then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture shall also be furnished.

### **3. Certificates of Insurance/Policies of Insurance:**

- a. The Vendor shall deliver to KENNER Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Vendor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the vendor application, the Vendor shall furnish to KENNER the certificates of insurance as required in this Document. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.

b. KENNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work or the provisions of goods and/or services; and/or during its progress.

c. KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. KENNER reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to KENNER within ten (10) days of the written request.

**4. Objection by KENNER:** If KENNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Vendor in accordance with the insurance requirements for the work and/or the provision of goods and/or services on the basis of non-conformance with the requirements, KENNER shall notify the Vendor in writing within fifteen (15) days after receipt of the Certificates. The Vendor shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.

**5. The Vendor's Failure:** Upon failure of the Vendor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of KENNER, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Vendor to purchase and maintain insurance shall not relieve the Vendor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Vendor concerning indemnification.

**6. No Waiver of Liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the Vendor for his performance of any work or the provision of goods or services. Additionally, the Vendor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Vendor's limits of liability, or which may be outside the coverage scope of the Vendor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Vendor that may arise from the performance of work and/or provision of goods and/or services. The Vendor's coverage is to be primary for any and all claims and/or suits related to or arising from his operations and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the Vendor's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this contract. KENNER in no way affirms that this is an adequate level of insurance for its operations.

**7. No Recourse Against KENNER:** The insurance companies issuing the policies shall have no recourse against KENNER for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Vendor.

## Technical Specification

### TS-1 DESCRIPTION OF WORK

- A. Term contract for tree work (removal, pruning, stump removal, grinding of stumps and root mass, hauling tree debris once tree work is completed, vertical mulching, radial trenching, mulching, and professional consultation to recommend courses of action for tree care) for the Department of Public Works.

### TS-2 QUALIFICATIONS & LICENSING REQUIREMENTS

- A. Bidders shall be required to perform the work set forth in the specifications. Bidders must meet the General Standards of Safety set forth in Sections 1, 2, 3 and 3.2 exclusive of those requirements set forth in paragraphs 3.2.2 of ANSI-Z133-1979.
- B. The successful bidder must be licensed and bonded by the Louisiana Horticultural Commission, as an arborist, under applicable State Law; Act 127 of 1965 as amended by Act 574 of 1974, such proof must be presented submitted with bid documents. Licensing requirements shall also include license the following:
  - License from the Louisiana Department of Agriculture & Forestry with the following certifications:
  - GS General Standards.
  - General Contractor's License
  - Occupational license in domiciled location

The successful bidder must be certified by the International Society of Arboriculture (ISA).

- C. The field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.). An arborist licensed by the Louisiana Horticultural Commission must perform or supervise all field work.
- D. Supervising arborist should have knowledge and familiarity with the City of Kenner to map out zoning and work areas.
- E. Contractors should base their bids on the following equipment requirements and shall agree to have the corresponding number of crews working full time (as needed by the Department of Public Works): Two aerial trucks, two chippers, and two crews with three men per crew.
- F. Full time is defined as working at least an eight hour day within the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. Any work performed outside these times must be pre-approved by the Department of Public Works in writing. The contractor must show proof of ownership or lease agreements for equipment specified above prior to contract award. Complete sets of equipment and personnel will be required for the contractor prior to contract award. Prior to a

bidder being awarded a contract, if he has met all of the other specifications, the City of Kenner will require proof of ownership or lease agreements for the required equipment. Failure to provide proof of ownership or lease agreement when requested by the Department of Public Works will disqualify the contractor's bid.

### **TS-3      GENERAL**

- A. The work under these specifications shall be for the pruning and removal of City of Kenner owned trees as follows. Pruning is defined by the National Arborist Association to be "Class II – Medium Pruning". Removal is to include both the tree and the stump. All work shall be done according to the rules of the Arboricultural practices as set forth in the publications "Standards for Pruning Shade Trees", (published by the National Arborist Association, 1750 Old Meadow Road, Mclean, Virginia 22101) and "Safety Requirements for Tree Pruning, Trimming, Repairing or Removal" (ANSI-Z122, 1-1979) published by American National Standards Institute Incorporated, 1430 Broadway, New York, New York 10018. Contractor agrees to be bound to all applicable provisions of State, Parish and City laws concerning tree work, as well as policy decisions of the Department of Public Works. Contractor also agrees to hold the City of Kenner harmless for all liability that may be incurred under this contract and shall sign a "Hold Harmless" agreement to this effect should it be required by the City.
- B. Contractors may be required to respond to emergency situations as needed. The contractors shall provide an hourly rate, per crew, for work in the event that an emergency situation occurs, Hourly rate to include truck, tools, travel, insurance and any miscellaneous costs
- C. All trees submitted to the contractor shall be referenced using a municipal address unless special instructions state otherwise on the work order. If the contractor is not certain which trees are to be trimmed at an address he should contact the Director of Public Works or his representative prior to beginning any work at that address. The contractor will not be paid for the work if a crew trims a tree not specified on the work order. The contractor will be fined for the value of a tree removed that was not specified on the work order. Work orders may be sent by fax as long as the contractor provides the Public Works Department with an operable telephone number. A signed copy must be faxed back to the Public Works Department, prior to work proceeding.
- D. The contractor shall receive his work assignments in writing. These forms shall include the date, species, locations, size class, trim height, the unit price per tree, and total dollar amount for all work. This work order must be signed by an authorized representative of the Department of Public Works and the contractor when issued. The Department of Public Works will notify the contractor when he may begin working and the contractor must pick up the first work order within two working days. The contractor will be held responsible for any special instructions included on a work order.
- E. The contractor shall be required to begin working in (5) five working days upon receipt of a work order. Extenuating circumstances may be taken into consideration, if the Department of Public Works is notified in writing. If the contractor fails to respond to an issued work order, as defined above, the contractor shall be notified in writing by the Department of Public Works that the terms of the contract are not being fulfilled and may be held in default of the contract. The contractor shall be levied a fine of fifty dollars (\$50) per day, per crew that do not report to work the day following receipt of a new work order.

- F. The contractor shall be given five (5) working days to complete a work order. If the contractor fails to complete an issued work order, as defined above, the contractor shall be notified in writing by the Department of Public Works that the terms of the contract are not being fulfilled and may be held in default of the contract. Extenuating circumstances may be taken into consideration, if the Department of Public Works is notified in writing, the Contractor shall be levied a fine of fifty dollars (\$50) per crew, per day that a work order is not completed within five (5) days.
- G. The contractor shall submit invoices to the Department of Public Works, City of Kenner, 1803 23<sup>rd</sup> Street, STE B, Kenner, Louisiana 70062. These invoices shall be submitted upon completion of all work issued by each individual work order. Invoices will be inspected and any property damage as a direct result of the contractor's work will be corrected before invoices are processed for payment.
- H. Department of Public Works will notify the contractor of any problems with the submitted work orders by phone or in writing. Any fines as stated in this specification will be deducted from the amount of the invoice.
- I. All final decisions on any phase of this work will be made by the Director of Public Works.
- J. The contractor shall submit his bid based on a typical, unspecified tree within each of the item categories listed under the Description of Work.

#### **TS-4 EXECUTION**

- A. All pruning shall be performed in compliance with A300 Standards and to the following specifications.
- B. Pruning is defined by the National Arborist Association to be "Class II Medium Pruning". In no instance will topping be employed on any tree, but rather directional pruning and drop crotching, safety requirement of ANSI Section 5, 8 and 9 (exclusive of paragraphs of sections expressly deleted) shall regulate the work.
- C. Spurs or climbing irons cannot be used on any of the trees, excepting those approved for removal by the Director of Public Works, or his representative.
- D. All sterilized cutting tools will be at the direction of the Director of Public Works Public Works or his representative. Denatured alcohol or anti-freeze can be used for this sterilization.
- E. All cuts are to be made leaving the branch collar intact. No stubbing of branches is allowed. Either the branch must be pruned entirely, or cut off to a substantial lateral. Tearing, ripping or pulling of branches is prohibited. Only hand saws, power saws or tools, pole saws or pruners are to be used to make cuts. No portable electric tools are to be used in any trimming work, thus omitting paragraph 6.1 of ANSI-Z133, 1-1979. Paragraph 6.2 and 6.3 shall apply, however.
- F. Pruning heights will be included on the work order for each tree. Parkways' standard pruning height for truck and parade routes is eighteen (18) feet. Director of Public Works' standard pruning height for residential streets is fourteen (14) feet, unless stated differently on the work order.

- G. All dead, fungus or insect infested branches down to one inch (1") diameter should be cut off to a healthy crotch, so that healthy tissue surrounds the final cut. If it is not possible to cut it off without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be precut to prevent splitting. All branches three and one half inches (3-1/2"), or larger should be lowered to the ground by ropes.
- H. Branches rubbing on roofs or sides of houses should be removed entirely, if possible, to the main trunk or principal lateral, in such a saw that at least a ten (10) foot clearance between the tree and the house is provided.
- I. Branches damaged by vehicles are to be removed to a substantial lateral branch that will project future growth in the proper direction without weakening the branch.
- J. Branches interfering with street lights and traffic signals should be trimmed to provide for three (3) feet of clearance around the light. The traffic signals are to be visible by motorists for at least one hundred fifty feet (150') away from any given traffic signal.
- K. Suckers, water sprouts, or vines that originate either on the trunk and major branches or are growing from the root system shall be removed flush with the main stems or with the ground.
- L. Wires, cables, vines, metal objects, etc., that are imbedded in or are girdling branches are to be removed during the course of the work. Any problems caused by utility lines should be reported to the Director of Public Works and system owner.
- M. All wood and brush cut down must be hauled away within the same day that it is cut. If wood and brush are left at the job site overnight, a fine of fifty (\$50) per day will be levied starting from the time the Department of Public Works contacts the contractor. No material resulting from tree trimming and removal operations may be deposited at the Department of Public Works stockyard area. Dump fees, if any, are the responsibility of the contractor.
- N. Grinding and removal of all stumps which result from tree removal operations shall be ground and removed within five (5) working days from the date that the tree was removed. Any exceptions to this five (5) day requirement must be provided in writing by the Department of Public Works. Stumps remaining after the five (5) day period will result in a fine of fifty (50) dollars per day that will be levied from the time the Department of Public Works contacts the contractor.
- O. Stumps and visible surface roots must be ground to six inches (6") below the average grade of the existing ground, and shall also grind any exposed roots that are adjacent and a part of the stump that is to be ground. Upon conclusion of the stump grinding all resulting holes, indentations, etc. shall be back filled by the contractor so that the work site conforms in elevation to the surrounding area. Moreover, any wood chips, sawdust, etc. shall be removed from the work site by the contractor immediately upon conclusion of his work and sidewalk shall be broom swept clean.
- P. Mulching – Consists of a minimum four (4) inch mulch dressing consisting of shredded pine bark or pine needles shall be applied within a two (2) foot minimum radius of the tree. No mulch shall directly contact the tree trunk. The use of cypress mulch is not permitted.

- Q. Vertical Mulching – Utilizing a coring drill or auger, two (2) inch diameter by twelve (12) inch deep holes shall be drilled. Holes shall be spaced at three (3) feet on center within and five (5) feet beyond the dripline. The holes shall be filled with peat moss or wood chips. Once the holes have been filled, a four (4) inch layer of organic mulch such as wood chips, shredded bark or pine needles shall be applied as far out from the tree as practical for the landscape site, up to the dripline (subject to the discretion of the City of Kenner Public Works Department). The use of cypress mulch is not permitted. The mulch may not contact the trunk.
- R. Radial Aeration – Utilizing a compressed air gun, narrow (approximately 4 (four) inch wide) trenches shall be cut in a radial pattern throughout the root zone. The trenches shall begin no closer than four (4) to eight (8) feet from the trunk of the tree to avoid cutting any major support roots. The trenches must extend at least as far as the dripline of the tree. The trenches shall be eight (8) to twelve (12) inches in depth and backfilled with compost. Once the trenches have been filled, a four (4) inch layer of organic mulch such as wood chips, shredded bark or pine needles shall be applied as far out from the tree as practical for the landscape site, up to the dripline (subject to the discretion of the City of Kenner Public Works Department). The use of cypress mulch is not permitted. The mulch may not contact the trunk.
- S. All open loads of debris must be covered and tied down with tarpaulins, or equal when transported on public streets according to the applicable state and parish laws and paragraph 5.6.2 of the ANSI standard.
- T. Protection of traffic and pedestrians – the contractor shall arrange his work so that the sidewalks will be safe for pedestrians and the streets will be safely passable for vehicular traffic. Contractors must comply with existing traffic ordinances and coordinate directly with the Department of Public Works and Kenner Police Department for any traffic control or vehicular problem. The contractor must put out signs that meet Louisiana Department of Transportation standards to notify approaching motorists.
- U. Public utilities – The contractor shall notify all public service utilities to resolve conflicts concerning their property. Paragraph 4.1.2 of the ANSI Standards shall apply specifically.
- V. Conduct of Contract – The use of drugs or alcohol is prohibited while working on City property. Soliciting and performing private work is prohibited while working on City trees.

#### END OF TECHNICAL SPECIFICATIONS