

C-14-0247  
11066

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN-LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**Unit Price Contract for  
Tree Trimming and Removal Services  
Bid No. 14-009**

**New Heights Tree Service  
13801 W. Panama  
Crete, NE 68333  
402.440.7272**

CITY OF LINCOLN,  
LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 12<sup>th</sup> day of May, 2014 by and between **New Heights Tree Service, 13801 W. Panama, Crete, NE 68333**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

and **Unit Price Contract for Tree Trimming and Removal Services, Bid No. 14-009**

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal on an as needed basis.**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owner:

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$10,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$15,000.00 during the contract term without approval.**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. **E-VERIFY:** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. **GUARANTEE:** The Purchasing Division will require a \$5,000.00 Performance and Payment Bond from each Contractor for the duration of the Contract.
6. **ASSIGNMENT:** This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
7. **TERMINATION:** This Contract may be terminated by the following:
  - a) **Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - b) **Termination for Cause.** The Owners may terminate the Contract for cause if the Contractor:
    - 1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
    - 2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
8. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

9. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
10. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
11. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreements\ Bonds
  2. Accepted Proposal
  3. Employee Classification Act Affidavit
  4. Attachment 1 - Unit Price Quotation Form
  5. Supplier X-Tra Attachments
  6. Specifications
  7. Addendum No. 1, No. 2, and No. 3
  8. Copy of Signed Employee Classification Act Affidavit
  9. Employee Classification Act, Executive Order 83319
  10. Special Provisions
  11. Insurance Requirements
  12. Instructions to Bidders
  13. Employee Classification Act Affidavit
  14. Notice to Bidders
  15. Sales Tax Exemption Forms 13 & 17

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve W. Verbeke  
Finance Director

dated 3/25/14

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

Red Couper  
Public Building Commission Attorney

Larry Hudkins  
Chairperson, Public Building Commission

dated 2/11/14

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

Brian Bohrens  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

Debbie Barr  
Ben Smayda  
Larry Hudkins  
Jim Upmeyer  
James B. Stewart

dated 5/20/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

\_\_\_\_\_(SEAL)  
Secretary

New Heights Tree Service LLC  
Name of Corporation

13801 W Panama Rd  
(Address)  
Orte NE 108333

By: Barb Bodfield  
Duly Authorized Official

CO OWNER  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer Asst. Purchasing Agent	Contact
Phone	(402) 441-7414			
Fax	(402) 441-6513			
Bid Number	14-009 Addendum 3	Department		Department
Title	Unit Price Contract for Tree Trimming and Removal Services	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	12/20/2013	Telephone	(402) 441-7414	Telephone
Close Date	1/28/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	ssiemer@lincoln.ne.gov	Email

## Supplier Information

Company	new heights tree service
Address	13801 w panama  crete, NE 68333
Contact	mike bodfield
Department	
Building	
Floor/Room	
Telephone	1 (402) 4407272
Fax	1 (402) 8265055
Email	mbbodfield@diodecom.net
Submitted	1/27/2014 3:52:10 PM CT
Total	\$4,065.60

Signature \_\_\_\_\_

## Supplier Notes

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## Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or for assistance over the phone.

## Bid Activities

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## Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading, understanding and agree to the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading, understanding and agree to the specifications and see no ambiguity or inconsistency.	Yes
3	Insurance Requirements	I acknowledge reading, understanding and agree to the Insurance Requirements.	Yes
4	Performance	I acknowledge that a \$5,000 Performance Bond will be required with the signed contract upon award of this job.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading, understanding and agree to the Special Provision Term Contract Provisions.	Yes
7	Annual Spend	I acknowledge that the estimated total amount of work for all departments/agencies for the Owners for the term of the contracts is an approximate amount only and that the Owners do not guarantee any dollar amount or order quantities for the term of the contract?	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	No
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
12	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
13	Emergency and On-Call Availability	Is your company available 24 hours a day, seven days a week for Emergency and/or On-Call service? "YES" or "NO"  If "YES", then provide the contact names and telephone numbers for the individual(s) at your company that will be available:	Mike Rogge 402-440-7672 Mike Bodfield 402-440-7672 Ruben Maisu 402-402-613-4235
14	Licensed Arborist	I have attached a list of all full and part-time personnel who possess an arborist license, their related commercial arborist work experience, length of employment and arborist license number.	Yes
15	Equipment List	I have attached our list of equipment complete with manufacturer and model numbers of all equipment currently owned/leased that will be used in performing tree services.	Yes



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## Line Items

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#	Qty	UOM	Description	Response
1	1	EA	Class II, Standard Tree Pruning less than 6" Diameter	\$32.96
Item Notes: Enter the "PER EACH" price that will be charged for service categorized as STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
2	1	EA	Class II, Standard Tree Pruning 7" to 12" Diameter	\$44.29
Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
3	1	EA	Class II, Standard Tree Pruning 13" to 18" Diameter	\$55.62
Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
4	1	EA	Class II, Standard Tree Pruning 19" to 24" Diameter	\$78.28
Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
5	1	EA	Class II, Standard Tree Pruning 25" to 30" Diameter	\$94.76
Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
6	1	EA	Class II, Standard Tree Pruning 31" to 36" Diameter	\$117.42
Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

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7	1	EA	Class II, Standard Tree Pruning 37" to 42" Diameter	\$139.05
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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8	1	EA	Class II, Standard Tree Pruning 42" + Diameter	\$159.65
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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9	1	EA	Tree Removal Including Stump less than 6" Diameter (Standard)	\$60.77
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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10	1	EA	Tree Removal Including Stump 7" to 12" Diameter (Standard)	\$113.30
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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11	1	EA	Tree Removal Including Stump 13" to 18" Diameter (Standard)	\$154.50
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Item Notes: Enter a "PER EACH" cost for a removal categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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12	1	EA	Tree Removal Including Stump 19" to 24" Diameter (Standard)	\$309.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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13	1	EA	Tree Removal Including Stump 25" to 30" Diameter (Standard)	\$412.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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14	1	EA	Tree Removal Including Stump 31" to 36" Diameter (Standard)	\$515.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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15	1	EA	Tree Removal Including Stump 37" to 42" Diameter (Standard)	\$618.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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16	1	EA	Tree Removal Including Stump 42" + Diameter (Standard)	\$721.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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17	1	EA	Stump Removal less than 6" Diameter (Standard)	\$25.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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18	1	EA	Stump Removal 7" to 12" Diameter (Standard)	\$25.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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19	1	EA	Stump Removal 13" to 18" Diameter (Standard)	\$35.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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20	1	EA	Stump Removal 19" to 24" diameter (Standard)	\$45.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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21	1	EA	Stump Removal 25" to 30" Diameter (Standard)	\$55.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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22	1	EA	Stump Removal 31" to 36" Diameter (Standard)	\$75.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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23	1	EA	Stump Removal 37" to 42" Diameter (Standard)	\$85.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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24	1	EA	Stump Removal 42" + Diameter (Standard)	\$95.00
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Item Notes: Enter a "PER EACH" cost for service categorized within the scope of STANDARD. Price must include all labor, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

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25 1 HR NON-STANDARD Service - Hourly Rate for Licensed First Class Arborist.

Item Notes: \*\*Only enter an hourly rate if that is how your company will charge for Non-Standard service. If your company does not charge for Non-Standard service by the hour, then do not enter a rate.<br>Hourly rate must include labor, materials, equipment, hauling, disposal and cleaning up work site.

Supplier Notes:

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26 1 HR NON-STANDARD Service - Hourly Rate for Project Manager (Onsite Contact person).

Item Notes: \*\*Only enter an hourly rate if that is how your company will charge for Non-Standard service. If your company does not charge for Non-Standard service by the hour, then do not enter a rate.<br>Hourly rate must include labor, materials, equipment, hauling, disposal and cleaning up work site.

Supplier Notes:

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27 1 HR NON-STANDARD Service - Hourly Rate for Ground Person

Item Notes: \*\*Only enter an hourly rate if that is how your company will charge for Non-Standard service. If your company does not charge for Non-Standard service by the hour, then do not enter a rate.<br>Hourly rate must include labor, materials, equipment, hauling, disposal and cleaning up work site.

Supplier Notes:

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Response Total: \$4,065.60

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**EMPLOYEE CLASSIFICATION ACT AFFIDAVIT**

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

I, Barb Bodfield herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb Rev Stat 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.
- 6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

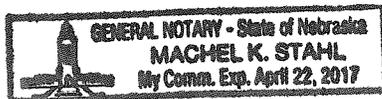
PRINT NAME: Barbara P Bodfield  
 (First, Middle, Last)

SIGNATURE: Barb Bodfield

TITLE: Co-owner

State of Nebraska )  
 ) ss.  
 County of Saline )

18 This affidavit was signed and sworn to before me, the undersigned Notary Public, on this day of March, 2014.



Machel K Stahl  
 Notary Public

CITY OF LINCOLN LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION

ATTACHMENT 1

UNIT PRICE QUOTATION

FOR TREE TRIMMING AND REMOVAL SERVICES

BID NO. 14-009

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

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

When preparing a quotation, please breakdown the Total Cost into the categories below as they apply to the project. Note: \*Additional fees shall only be completed for projects that are categorized as "Non-Standard". Be specific about what the Additional fees consist of below. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

STANDARD PRUNING, TREE AND OR STUMP REMOVAL PROJECTS

E-bid Line	DESCRIPTION	CONTRACT PRICE	QUANTITY	TOTAL AMOUNT
1	Class II, Standard Tree Pruning less than 6" Diameter			
2	Class II, Standard Tree Pruning 7" to 12" Diameter			
3	Class II, Standard Tree Pruning 13" to 18" Diameter			
4	Class II, Standard Tree Pruning 19" to 24" Diameter			
5	Class II, Standard Tree Pruning 25" to 30" Diameter			
6	Class II, Standard Tree Pruning 31" to 36" Diameter			
7	Class II, Standard Tree Pruning 37" to 42" Diameter			
8	Class II, Standard Tree Pruning 42" + Diameter			
9	Tree Removal Including Stump less than 6" Diameter (Standard)			
10	Tree Removal Including Stump 7" to 12" Diameter (Standard)			
11	Tree Removal Including Stump 13" to 18" Diameter (Standard)			
12	Tree Removal Including Stump 19" to 24" Diameter (Standard)			
13	Tree Removal Including Stump 25" to 30" Diameter (Standard)			
14	Tree Removal Including Stump 31" to 36" Diameter (Standard)			
15	Tree Removal Including Stump 37" to 42" Diameter (Standard)			
16	Tree Removal Including Stump 42" + Diameter (Standard)			
17	Stump Removal less than 6" Diameter (Standard)			
18	Stump Removal 7" to 12" Diameter (Standard)			
19	Stump Removal 13" to 18" Diameter (Standard)			
20	Stump Removal 19" to 24" diameter (Standard)			
21	Stump Removal 25" to 30" Diameter (Standard)			
22	Stump Removal 31" to 36" Diameter (Standard)			
23	Stump Removal 37" to 42" Diameter (Standard)			
24	Stump Removal 42" + Diameter (Standard)			

Note: \*The following tables shall only be completed if the project is categorized as "Non-Standard" and shall be completed in accordance with how your company charges for services categorized as "Non-Standard".

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL AMOUNT
First Class Arborist			
Project Manager			
Ground Person			
Other (Specify Title)			
Other (Specify Title)			
<b>TOTAL LABOR</b>			

ADDITIONAL FEES / PROJECT INFORMATION

ITEM	COST	QUANTITY	TOTAL AMOUNT

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Change Order #: \_\_\_\_\_

Accepted: \_\_\_\_\_

Not Accepted: \_\_\_\_\_

PHONE \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Department/Agency Representative

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

## STANDARD PRUNING

### Pruning Standard for Class II Pruning

This standard, revised in 1989, is provided by the National Arborist Association to assist tree service companies, utilities, municipalities, governmental agencies, architects, landscape architects, and others in writing contract specifications for tree pruning. It is not intended to be a "how-to" guide but to define the limits and criteria for arboricultural work, recognizing that regional practices may dictate variations in this standard. It was prepared by the Standard Practices Committee of the National Arborist Association, Inc., a professional trade association founded in 1938.

Standard pruning is recommended where aesthetic considerations are secondary to structural integrity and tree health concerns. Standard pruning shall consist of the removal of dead, dying diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to one inch (2.5 cm) in diameter may remain within the main leaf area where it is not practical to remove it.

a. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub (see Diagram A). Bark at the edge of all pruning cuts should remain firmly attached.

b. All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark (see Diagram B). Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.

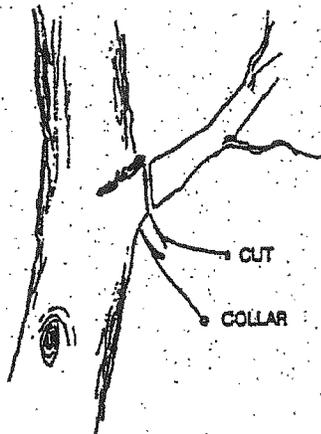


DIAGRAM A

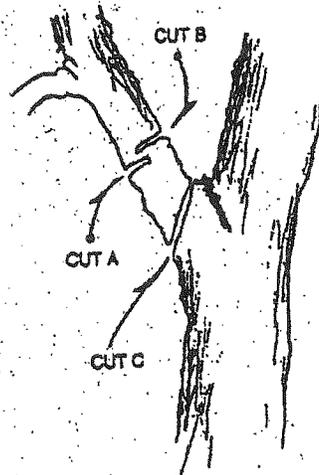


DIAGRAM B

## ATTACHMENT A

### Standard Pruning - Continued

c. Treatment of cuts and wounds with wound dressing or paints has not been shown to be effective in preventing or reducing decay, and is not generally recommended for that reason. Wound dressing over infected wood may stimulate the decay process. If wounds are painted for cosmetic or other reasons, then materials non-toxic to the cambium layer of meristematic tissue must be used. Care must be taken to apply a thin coating of the material only to the exposed wood.

d. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be bark traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood), and margins shall be kept rounded.

e. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

f. All cut limbs shall be removed from the crown upon completion of the pruning.

g. Trees susceptible to serious infectious diseases should not be pruned at the time of year during which the pathogens causing the diseases or the insect vectors are most active. Similarly, if pruning wounds may attract harmful insects, pruning should be timed so as to avoid insect infestation.

h. All visible girdling roots are to be reported to a supervisor and/or the owner.

i. The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks, or other structural weakness should be reported in writing to a supervisor and/or the owner, and corrective measures recommended.

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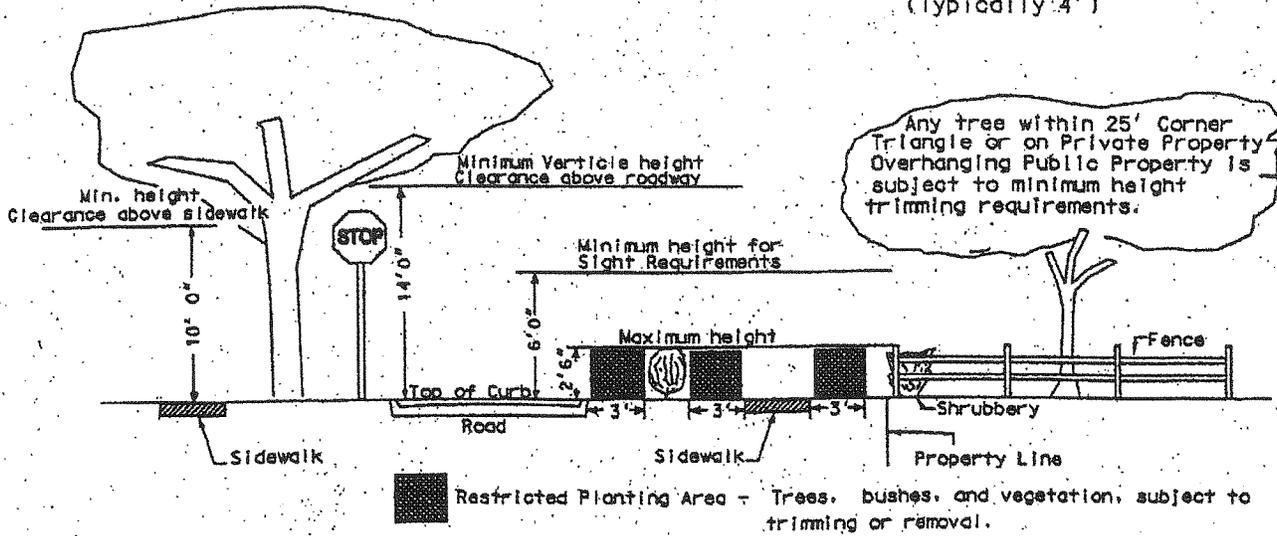
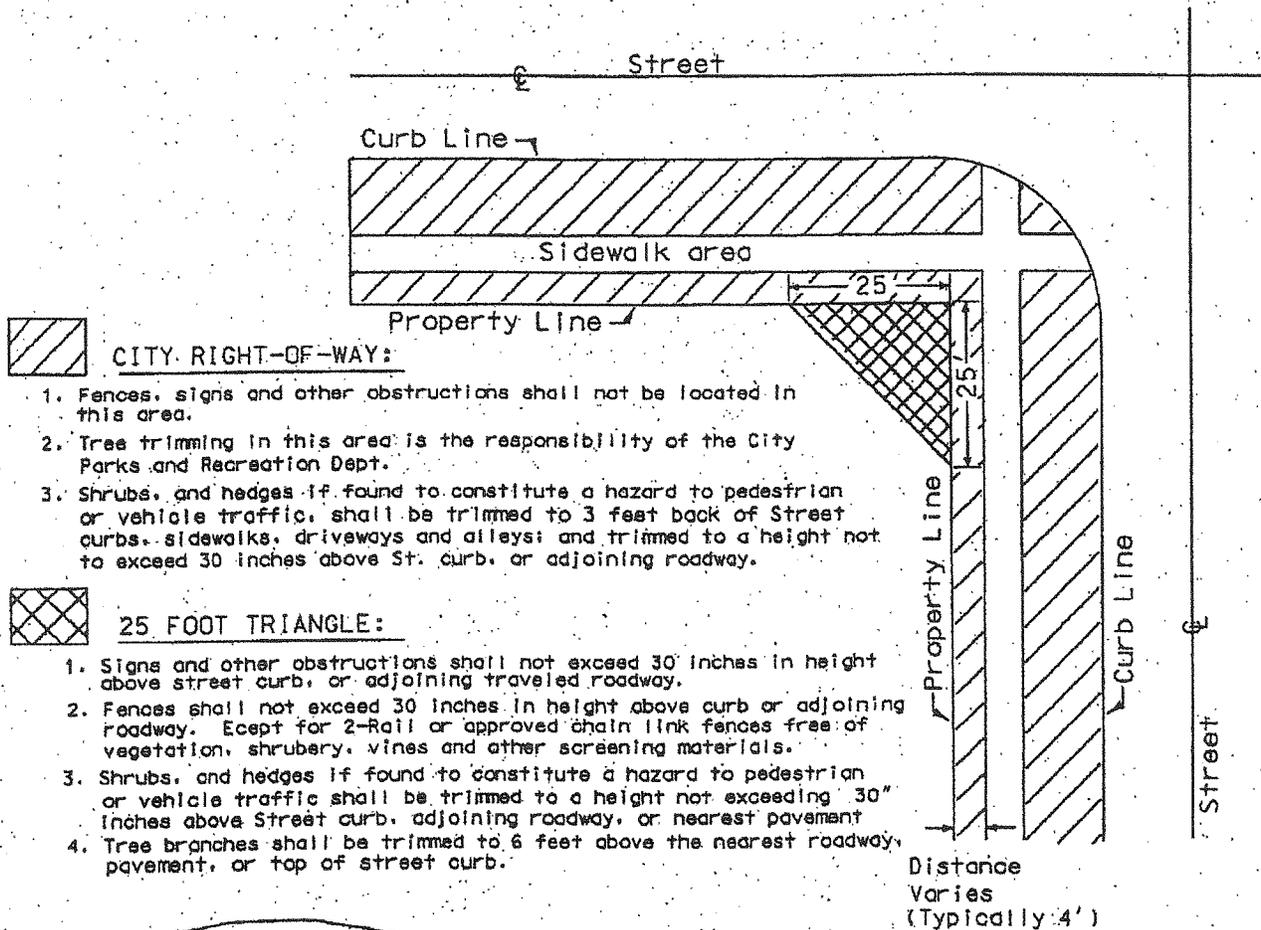
NATIONAL ARBORIST ASSOCIATION, P. O. Box 1094, Amherst, New Hampshire 03031. (603) 673-3311



CITY OF LINCOLN  
 PUBLIC WORKS DEPARTMENT  
 TRAFFIC SAFETY DIVISION  
 (Revised 01-30-2001)

ATTACHMENT B

Requirements of Chapters  
 12.20 and 14.44 of the  
 Lincoln Municipal Code



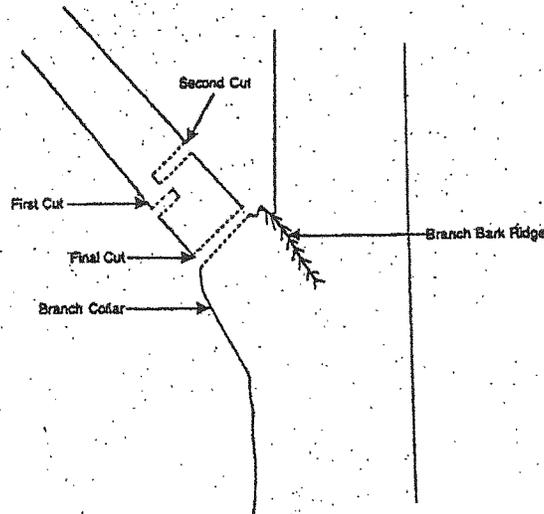


Figure 1 - Removing a large lateral branch requires two preliminary cuts before the final cut

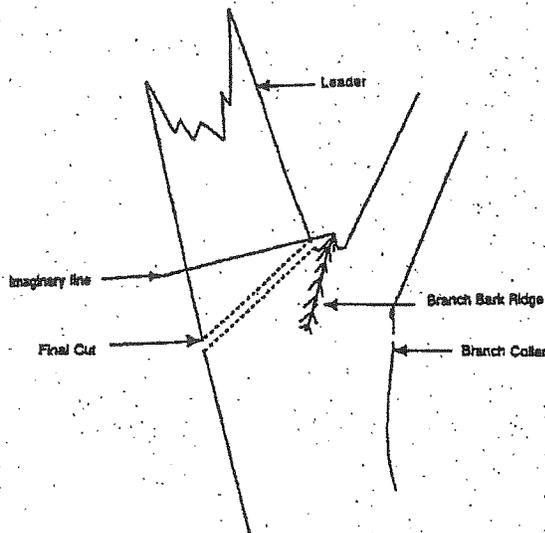


Figure 2 - When cutting back to a lateral, bisect the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed

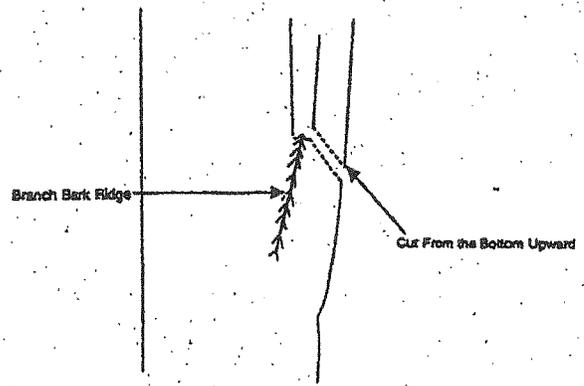


Figure 3 - When removing a branch with a narrow branch attachment, cut from the bottom upward

## ATTACHMENT D

### 2. *Crown Raising* (Fig. 4)

**Crown raising** is the practice of removing branches from the bottom of the crown of a tree to provide clearance for pedestrians, vehicles, buildings, lines of site, or to develop a clear stem for timber production. Also, removing lower branches on white pines can prevent blister rust. For street trees the minimum clearance is often specified by municipal ordinance. After pruning, the ratio of the living crown to total tree height should be at least two-thirds (e.g., a 12 m tree should have living branches on at least the upper 8 m).

On young trees "temporary" branches may be retained along the stem to encourage taper and protect trees from vandalism and sun scald. Less vigorous shoots should be selected as temporary branches and should be about 10 to 15 cm apart along the stem. They should be pruned annually to slow their growth and should be removed eventually.

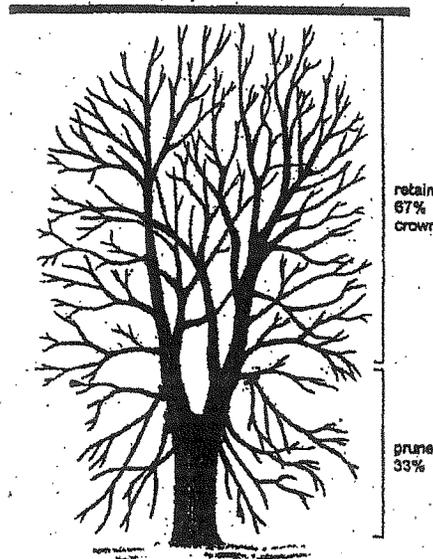


Figure 4. Crown raising - branches to be removed are shaded in blue; pruning cuts should be made where indicated with red lines. The ratio of live crown to total tree height should be at least two-thirds.

ATTACHMENT E

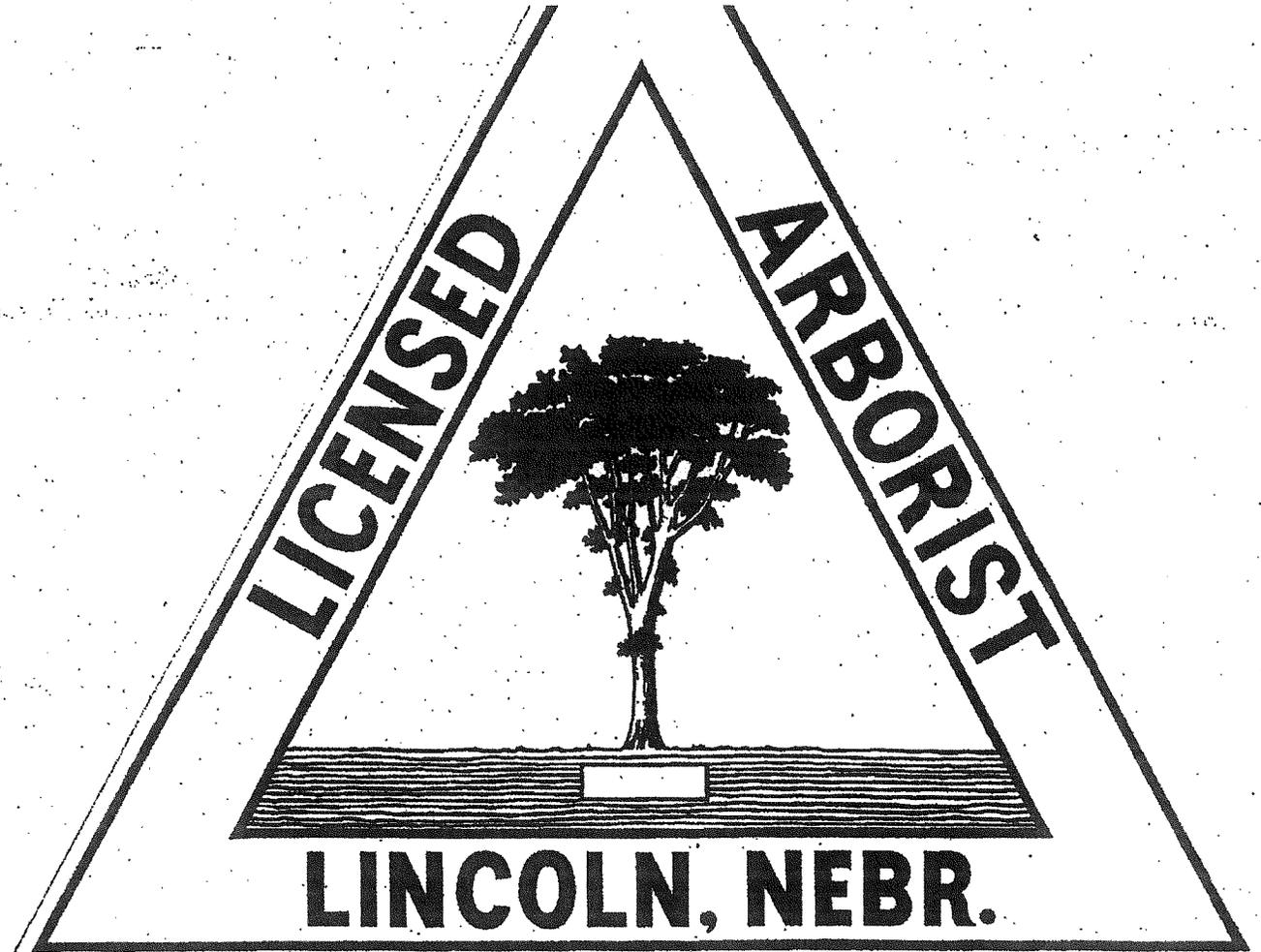
**FREE  
FIREWOOD**

**CITY OF LINCOLN**

**PARKS AND  
RECREATION  
DEPARTMENT**

**441-7035**

ATTACHMENT F



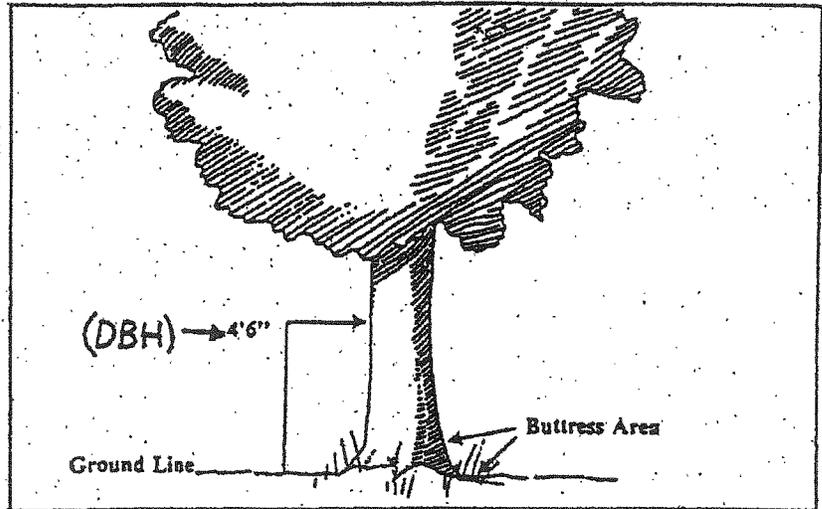
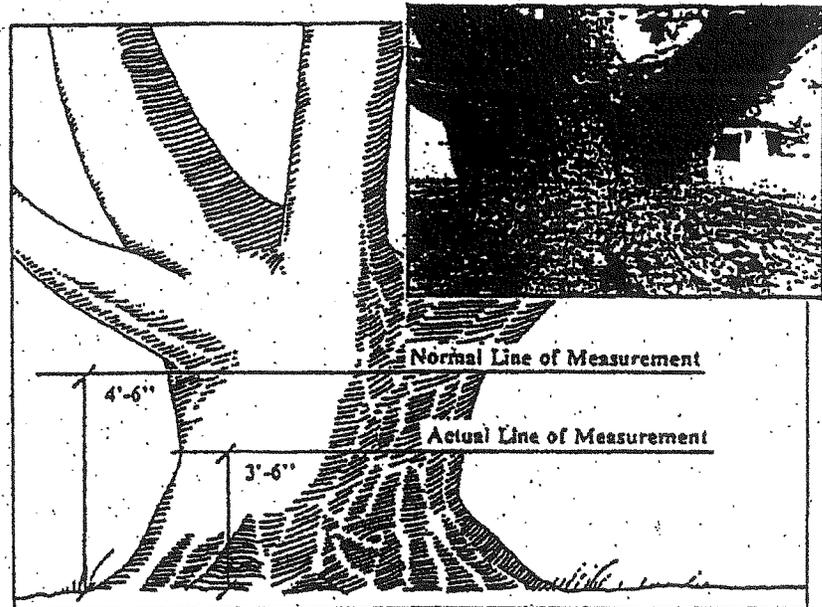


Figure 10



# ATTACHMENT H

Equipmentlist.txt

Equipment List

96 International Chipper truck  
93 Top Kick Altec 52ft Boom truck  
93 Top Kick Chipper truck  
95 1ton chevy Flat bed  
93 1ton chevy Flat bed  
94 ford 3/4ton pick up  
06 GMC 3/4ton pick up  
252 vermeer stump grinder  
1152 vermeer stump grinder  
773 Bobcat  
97 lull  
14ft H&H dump trailer  
16ft Big Texan dump trailer  
766 international loader

**CITY OF LINCOLN/LANCASTER COUNTY/PUBLIC BUILDING COMMISSION  
UNIT PRICE CONTRACT FOR  
TREE TRIMMING AND REMOVAL SERVICES  
SPECIFICATION 14-009**

**1. GENERAL INFORMATION**

- 1.1 The City of Lincoln, Lancaster County and Public Building Commission (hereinafter referred to as Owners) desire to retain qualified contractors on a Unit Price Contract Basis to perform Tree Trimming and Removal Services for the term of the contract.
  - 1.1.1 Service to be performed as-needed, based on the specifications outlined herein and in accordance Lincoln Municipal Code, State and Federal laws pertaining to such services and work.
- 1.2 A sample Unit Price Contract describing the obligations of the Owners and the Contractor is attached to the e-bid.
- 1.3 It is estimated that the total amount of work for all departments/agencies for the Owners for the term of the contracts is approximately **\$25,000.00**.
  - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$5,000.00.
- 1.4 Vendors should thoroughly read and understand the scope of work, responsibilities and all other specific requirements herein needed to provide tree trimming and removal services prior to submitting bids.
- 1.5 Unit bid price paid for Class II Standard Pruning and/or Tree Removal (including stump) will be based upon tree diameter measured by
  - 1.5.1 (DBH).Diameter at breast height.
- 1.6 Unit bid price paid for Stump Removal work done (grinding stump, grinding surface or brace roots, removing grindings, back filling stump hole) will be based upon the diameter of the stump as measured across the face (top) of the stump at its widest point.
  - 1.6.1 **Standard** Tree Service - Right- of-Way
  - 1.6.2 **Non-Standard** Tree Service - Non Right-of-Way (i.e. Park Tree or Commons Area).
- 1.7 All unit bid prices (e-bid Lines 1 through 24) shall include all labor, materials, equipment, hauling, disposal, cleaning up of work site and all other costs associated with performing **Standard** Tree Services.
- 1.8 In the event that Tree Removal Including Stump or Stump Removal falls within the category of "**Non-Standard**" Tree Service, Vendors shall list on the Unit Price Quote form (Attachment 1) labor rates and/or any additional fees that may be applied to perform the service.
  - 1.8.1 The Owners will not pay for nonproductive time caused by inclement weather or nonproductive time caused by inoperative tools or equipment.
  - 1.8.2 The Vendor is responsible for repairing tools or equipment as soon as possible or provide other tool or equipment to keep the crew operating productively.
- 1.9 A Performance Bond in the amount of \$5,000.00 will be required with the signed contract upon award of this job.
- 1.10 Vendors shall submit bid documents and all supporting material via e-bid.
- 1.11 All inquiries regarding this bid shall be directed via e-mail or faxed written request to Suzanne Siemer, Assistant Purchasing Agent ([ssiemer@lincoln.ne.gov](mailto:ssiemer@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.11.1 These inquiries and/or responses shall be distributed to prospective bidders

- electronically as an addenda.
- 1.11.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.11.3 No direct contact is allowed between Vendor and other City staff, besides Purchasing, throughout the bid process regarding this bid.
    - 1.11.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
  - 1.12 Prior to the bid closing date, the Bidder shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
  - 1.13 The contract term for this service shall be for a period of one (1) year from date of execution with the option to renew for three (3) additional one (1) year periods.
  - 1.14 The Owners or Vendor may terminate the contract service agreement at any time provided a thirty (30) day written notice is submitted by the party who wants to terminate the service agreement.
  - 1.15 Vendors awarded contracts must complete a Unit Price Quote sheet (See Attachment 1) each time they are contacted regarding a new project.
    - 1.15.1 The completed form shall be submitted to the requesting department to determine the total price for the project.
    - 1.15.2 Rates on the form shall reflect the prices quoted in the e-bid response.

## **2. SCOPE OF WORK**

- 2.1 To provide all required supervision, labor, tools, equipment, traffic control devices, services, qualifications, insurance, experience and expertise to perform tree services as specified herein in a safe, timely, and efficient manner.
- 2.2 Vendors may be asked to respond to service calls in adverse weather conditions or emergencies on an on-call 24 hour per day basis.
  - 2.2.1 Indicate in the attribute section of the e-bid if your company is available 24 hours a day, seven days a week for service and provide a contact name(s) and telephone number(s).
  - 2.2.2 If contacted for emergency service, the Vendor shall be on-site within 4 hours of notification of the emergency.
- 2.3 Tree services may involve one or any combination of the following:
  - 2.3.1 Tree pruning;
  - 2.3.2 Tree removal; and
  - 2.3.3 Stump removal.
- 2.4 Assigned tree services work would be on owned property as directed by the Owners and could be at various different locations (i.e. Street right-of-ways, Parks, Golf courses, Trails, etc.).
- 2.5 These services shall be performed for the Owners requiring such services, under the direction and supervision of the Owners' Arborist.
- 2.6 The estimated total amount of work for all departments/agencies for the Owners for the term of the contracts is an approximate amount only and the Owners do not guarantee any dollar amount or order quantity for the term of the contract.
- 2.7 Contractual tree services performed will be determined by actual need for such services and the available funding to have such contractual work done.

**3. CLASS II STANDARD TREE PRUNING**

- 3.1 Class II Standard Pruning as defined and described in the National Arborist Association standards (refer to Attachment A).
- 3.2 Standard pruning will be done to eliminate potential hazardous conditions in trees; maintain or improve tree health and structure; improve aesthetics; remove dead, dying, decayed, diseased, damaged, broken, interfering and/or obstructing branches; correct or prevent branch and foliage interference for public safety.

**4. SPECIFIC TREE PRUNING PROCEDURES**

- 4.1 The trunk diameter measured at 4.5 foot above ground, known as diameter at breast height, or DBH.
- 4.2 For multi-trunk trees the diameter (DBH) of the largest trunk will be considered as the diameter for such trees.
- 4.3 When tree configuration (refer to Attachment H) will not allow accurate measurement at normal point (DBH), measurement will be taken below DBH to determine diameter of tree (tree starts to fork at 4.5 foot above ground and measurement is taken just below the start of the fork).
- 4.4 Large trees on Owners' property in or upon any street, parkway, sidewalk space or other public way shall be trimmed so that there is a minimum clearance of ten (10) feet over public sidewalks and fourteen (14) feet over the portion of public streets/alleys used for vehicular traffic (refer to Attachment B).
- 4.5 Exceptions to minimum height clearance above streets/sidewalks are allowed for young shade trees or ornamental trees which would be irreparably damaged by such pruning (i.e. raising).
- 4.6 Prune to remove all dead, dying, diseased, decayed, damaged, broken or loose branches 1.5 inch diameter or greater measured at the base of the branch.
- 4.7 Remove any live branches 1.5 inch diameter or greater which interferes with the structural strength and healthful development of the tree.
- 4.8 Remove branches which rub and abrade more important branches.
- 4.9 Remove branches of weak structure which are not important to the framework of the tree.
- 4.10 Remove branches obstructing development of more important branches.
- 4.11 Remove branches forming multiple leaders in a single leader tree (i.e. Linden).
- 4.12 Remove secondary branches toward the ends of main scaffold branches which will produce more weight or offer more resistance to wind than the scaffold branches are likely to support using drop-crotch pruning methods.
- 4.13 Remove undesirable sucker and sprout growth.
- 4.14 Crowns of trees that have storm damage shall be pruned to restore and improve structure and form.
  - 4.14.1. Drop-crotch remove all cut/stubbed sucker branches or broken stubs (shards) back to larger branches and or leaders/trunks.
- 4.15 Remove or drop-crotch prune back branches which obstruct street lights, directional traffic signals/traffic signs, etc.
- 4.16 Remove lateral branches or partially prune back lateral branches which now or eventually will be on roofs and/or those growing toward or against buildings, houses, and yard trees, using directional drop-crotch pruning method.
- 4.17 Remove lateral branches or partially prune back lateral branches which now or eventually will be on cable/phone wires or street light wires using directional drop-crotch pruning method

- 4.18 When drop-crotch pruning to remove a branch to a side or lateral limb, such remaining limb should have a diameter of at least one-third (1/3) the diameter of the branch removed.
- 4.19 All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of pruning cuts by natural callus growth.
  - 4.19.1 Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made.
  - 4.19.2 Pruning cuts shall be made sufficiently close to the trunk, leader, or lateral branch without cutting into or removing the branch collar or branch bark ridge (refer to Attachment A & C).
  - 4.19.3 No protruding branch stubs shall be left.
- 4.20 Typically, no more than one-third (1/3) of the live wood should be removed from the tree crown when pruning is done.
  - 4.20.1 Typically, the crown of the tree should be two-thirds (2/3) the height of the tree and the trunk one-third (1/3) to maintain a symmetrical appearance (refer to Attachment D).
- 4.21 All cutting tools and chainsaws used in pruning work shall be kept sharpened to result in final cuts with a smooth wood surface and secure bark remaining intact.

**5. TREE REMOVAL INCLUDING STUMP**

- 5.1 Removal of designated tree(s) marked by the Owners, including the stump, located on Owners' property (i.e. street right-of-ways, parks, golf courses, trails, etc.).
- 5.2 The trunk diameter measured at 4.5 foot above ground, known as diameter at breast height, or DBH.
- 5.3 For multi-trunk trees the diameter (DBH) of the largest trunk will be considered as the diameter for such trees.
- 5.4 When tree configuration (refer to Attachment H) will not allow accurate measurement at normal point (DBH), measurement will be taken below DBH to determine diameter of tree (tree starts to fork at 4.5 foot above ground and measurement is taken just below the start of the fork).
- 5.5 Specific Tree/Stump Removal Procedures
  - 5.5.1 No Public tree, within the City of Lincoln, shall be removed unless identified and marked by the City Arborist for removal.
  - 5.5.2 If there is a danger that the tree to be removed may fall in the wrong direction or damage other trees or property, wedges, block and tackle, rope, or wire cable/winch (except where and electrical hazard exists) shall be used.
  - 5.5.3 All limbs/leaders shall be removed and lowered to a height and width sufficient to allow the tree to be removed to fall clear of any wires, curbs, sidewalks, properties and other objects in the vicinity.
  - 5.5.4 The tree removal work area shall be cleared to permit safe working conditions and closed off or barricaded if necessary in public use areas (i.e. sidewalks, streets, alleys, trails, picnic/playground areas in parks, golf course fairways/tee boxes/greens, etc.)
  - 5.5.5 A notch and back cut shall be used in felling trees over 5 inches in trunk diameter, measured at breast height.
  - 5.5.6 The notch and back cut shall allow for sufficient hinge wood to guide the tree when felling it.
    - 5.5.6.1 The back cut shall be made higher than the point of the notch and shall avoid penetration into the predetermined hinge area.
    - 5.5.6.2 The stump shall not be left higher than three (3) inches above ground level when removing a tree.
  - 5.5.7 The stump, root flares at base of stump and obvious large exposed

- surface roots shall be removed with a stump grinder to a minimum depth of eight (8) inches below the finished grade level surrounding the stump.
- 5.5.8 All stump grindings shall be completely removed when backfilling is done.
    - 5.5.8.1 The work site, including any adjacent sidewalk, street, gutter and/or turf areas shall be cleaned of any stump grindings or debris created when removing grindings and backfilling.
  - 5.5.9 Stump hole is not to be left open over night when hauling away stump grindings and/or back filling it.
  - 5.5.10 Backfill for stump hole shall be clean top soil that is free of clods, rocks, lumps, and debris and shall be placed in the hole and all other depressions caused by grinding.
    - 5.5.10.1 Backfill will be leveled to three (3) inches above existing grade to allow for settling.
  - 5.5.11 No depressions will be left in stump/root removal area(s) when backfilled with top soil.

**6. STUMP REMOVAL**

- 6.1 Diameter shall be based upon the diameter of the cut stump as measured across the face (top) of the stump at its widest horizontal measurement, not including extension of surface roots.
- 6.2 Removal of stump, hauling away of stump/root grindings and back filling with top soil.
- 6.3 Specific Stump Removal Procedures same as stipulated in 5.5.7 through 5.5.11 of these specifications.

**7. VENDOR QUALIFICATIONS/REQUIREMENTS**

- 7.1 Only vendors actively engaged in the field of arboriculture as a tree service company will be considered.
- 7.2 Per Lincoln Municipal Code 5.06.040, all work shall be under the personal supervision and direction and in the presence of a holder of an arborist's certificate.
- 7.3 Vendors must be able to provide sufficient personnel and/or number of crews to do assigned tree services work in a timely, efficient and safe manner.
  - 7.3.1 Each crew shall consist of the appropriate number of staff to perform the tree service and shall be individuals that have the necessary skills, training and licensing, such as but not limited to the following:
    - 7.3.1.1 Project Manager and/or Onsite contact person .
    - 7.3.1.2 Ground person
    - 7.3.1.3 At least one (1) licensed First Class Arborist
- 7.4 Inadequately or improperly trained personnel shall not be utilized by the Vendor in doing any tree services work for the Owners.
  - 7.4.1 Personnel shall not perform tree work beyond their known capacity, training or ability to do so.
- 7.5 All vendors must have the appropriate equipment to perform all services as outlined in the specifications herein at the time of bidding.
  - 7.5.1 Vendors shall attach a current list of all equipment in the response attachment section of the e-bid.
  - 7.5.2 The bid will not be awarded to vendors who would have to purchase and/or lease necessary equipment and tools contingent upon their being awarded contract.

**8. EQUIPMENT**

- 8.1 Vendor's list of equipment shall consist of, but not be limited to the following:
  - 8.1.1 45' vertical reach aerial platform bucket, equipped with all necessary outriggers and safety devices.
  - 8.1.2 Brush chipper with a minimum capacity to chip brush and limbs 9" in diameter or greater and a chipper truck with a chip dump box having a minimum capacity of 10 cubic yards or more.
  - 8.1.3 Stump grinder with the following minimum specifications: cutting height (above ground) of 19", cutting width of 50", cutting depth (below ground) of 12".
  - 8.1.4 Log loader equipment with grapple for loading large trunks, large logs and/or tree brush debris.
  - 8.1.5 Large dump truck, flatbed truck and/or heavy duty trailers with sideboards capable of hauling large heavy loads of trunks, logs and/or tree debris.
  - 8.1.6 At least two (2) gas-powered chainsaws per crew that are of the proper power and size to do the assigned work and at least one (1) or more extra sharpened saw chains for each saw.
  - 8.1.7 Gas-powered pole pruner per crew with adjustable shaft that telescopes to at least 11 feet and at least one (1) or more extra sharpened saw chains for it.
  - 8.1.8 Hand tools also necessary to do tree services work (lopping shears, lawn rakes, scoop shovels, pole pruner/saw, etc.) for each crew.
  - 8.1.9 Gas-powered blower per crew for cleaning off sidewalks, streets, etc.
  - 8.1.10 Hard hat, hearing protection and other safety equipment for each crew person.
  - 8.1.11 Traffic cones and other required traffic control devices.

**9. SUBMITTALS**

- 9.1 The following documents shall be on company letterhead and attached in the Response Attachment section of the e-bid.
  - 9.1.1 Reference list indicating commercial or Government clients within the last five (5) years, applicable service dates, tree services performed, and include the company name, contact person and telephone number for each.
  - 9.1.2 Provide a complete list of equipment that will be used in performing these services.
    - 9.1.2.1 (The list shall identify manufacturer and model numbers of all equipment currently owned/leased in performing specific tree services).
  - 9.1.3 Vendors and their employees who do commercial tree service work in Lincoln shall be currently certified and licensed first-class arborists according to Lincoln Municipal Code 5.06.20.
    - 9.1.3.1 List of all full and part-time personnel who possess an arborist license, their related commercial arborist work experience, length of employment and arborist license number.

**10. RESPONSIBILITIES OF THE VENDOR**

- 10.1 All tree/stump removal debris (i.e. limbs, branches, foliage, bark, stump grindings, etc.) must be collected and hauled away from work areas immediately following completion of work.
- 10.2 No debris shall be allowed to accumulate or be stored on Owners property or private property at any time without proper authorization from the Owners.

- 10.2.1 Under no circumstances shall the accumulation of brush, limbs, or other debris be allowed on a public right-of-way in such a manner as to result in a hazard or sight obstruction to the public.
- 10.3 The Vendor is legally responsible for damage to public and/or private property while performing the tree services outlined in these specifications.
- 10.4 Any damage to Owners and/or private property shall be reported to the City Arborist immediately.
- 10.5 Vendor shall erect proper barricades, signs and warning devices as necessary for sidewalk, street and/or traffic lane closure/control when doing tree work for the Owners.
- 10.6 Specifications for traffic control shall be followed as described in the City of Lincoln's Traffic Control Guidelines for Street Construction, Maintenance and Utility Operations & the current revision of the MUTCD (Manual on Uniform Traffic Control Devices ).
  - 10.6.1 A hard copy or link to the manual will be provided to the Vendor(s) by the Owners at the time when contractual tree work is first started.
  - 10.6.2 Vendor shall provide required number of traffic cones at own cost.
  - 10.6.3 Other required traffic control devices will be loaned to Vendor by Owners (i.e. Type III barricades only)
- 10.7 The Owners shall have the right to require the Vendor to redo any tree work that is not done satisfactorily and in accordance with the specifications and/or standards stated herein.
- 10.8 Such work needing to be redone shall be performed promptly and at no additional cost to the Owners, either during or after the expiration of the resulting agreement.
- 10.9 Vendor shall not leave the work site if any severed, suspended and/or partially cut branches remain in the tree either during or after tree work is done.
- 10.10 Vendor shall immediately report to the Owners' Arborist any structural weakness, disease conditions, decayed trunks or branches, split crotches or branches that may be observed while doing tree work for the Owners.
- 10.11 All such tree work done by the Vendor shall be conducted in a manner as to cause the least possible interference with or annoyance to individuals and the general public.
- 10.12 Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.
- 10.13 Vendor is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, sprinkler heads and valves.
  - 10.13.1 If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Vendor, such property shall be restored by the Vendor at his/her expense to a condition similar or equal to that existing before such damage or injury, or he/she shall repair such damage in a manner acceptable to the Owners.
- 10.14 A certified City of Lincoln or ISA (International Society of Arborist) First-class arborist shall be present when tree work is being done for the Owners.
- 10.15 The use of climbing spurs or spike shoes in the act of trimming/pruning trees is prohibited.
- 10.16 Unless the work area is totally barricaded or otherwise kept safe, at least one (1) representative of the Vendor's crew shall serve to coordinate safe operations on the ground at all times while Owners tree work is in progress.
- 10.17 Whenever large tree sections are being cut in a tree top which may endanger persons or property, such materials shall be secured by ropes and lowered safely to the ground in a controlled manner.
- 10.18 Whenever electric or telephone lines, gas lines, water lines or any other

improvement, public or private, may be jeopardized by any authorized Owners tree work done by the Vendor, the proper authorities of the utilities involved, or property owner involved, shall be consulted by the Vendor prior to performing any tree work activity and all requested reasonable precautions by any such authority or persons shall be complied with.

- 10.19 Vendor shall contact DIGGER'S HOTLINE at 1-800-331-5666 when necessary to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before removing Owners trees and/or stumps.
- 10.20 All motor vehicles and other major equipment used by the Vendor to do tree work shall be clearly identified with the name of their company and shall have placed upon such equipment in a conspicuous place an insignia furnished at cost by the City Parks and Recreation Department that identifies such equipment as that of a holder of an arborist's certificate (license) (refer to Attachment F).
  - 10.20.1 If selected Vendor uses rental equipment to perform work done for Owners, it must also display required insignia (refer to Attachment F).
- 10.21 The City Traffic Engineering Division (441-7711) shall be contacted to obtain prior approval of any street or traffic lane closures and/or posting of temporary no parking signs when necessary in order to do Owners' tree work.
- 10.22 Distribute door hangers and/or printed materials provided by the Owners when necessary to residences and businesses describing what tree work is to be done by the Vendor.
- 10.23 The Vendor shall provide telephone numbers to the Owners' Arborist and other Owners representatives as needed so they can be reached on a 24 hour a day basis.
- 10.24 The Vendor shall dispose of wood chips generated from doing Owners tree pruning work at the Owners designated dump site (1<sup>st</sup> & Cornhusker) for recycling purposes.
  - 10.24.1 Disposal of smaller cut logs generated from street tree removal/pruning work shall be done by making such wood available free to the public at the work site and posting paper signs (provided by the Owners, (refer to Attachment E) on such wood.
  - 10.24.2 Disposal of larger cut logs (over 12" diameter) and trunks will be done as directed by the Owners and with the intent to keep it from being disposed at the Owners landfill whenever possible.
  - 10.24.3 Disposal of brush and tree debris not chipped, logs, trunks not recycled, and stump grindings generated from Owners tree work done by the Vendor shall be the responsibility of the Vendor and any associated landfill dump fees incurred in disposing it shall be paid by the Vendor.

## 11. **RESPONSIBILITIES OF THE OWNERS**

- 11.1 Owners will provide the following:
  - 11.1.1 Addresses and/or locations of designated trees needing to be pruned, removed and/or stumps needing to be removed.
  - 11.1.2 Addresses will be routed according to location, but it will be the Vendor who makes the final decisions on how to route addresses for completing work specified to be done for the Owners.
  - 11.1.3 Instructions relative to the extent and priority of the work needing to be done.
    - 11.1.3.1 The Owners will establish priorities as to when tree work needs to be started and/or completed and will inform the Vendor of these priorities.

- 11.1.4 Provide door hangers and/or printed materials when necessary for distribution by vendor to homeowners/businesses where designated tree work is to be done.
- 11.1.5 Provide temporary no parking signs when vendor needs to post no parking prior to doing assigned street tree work.
- 11.1.6 Provide phone numbers of certain Owners personnel who will be assigning work and doing contract administration.
- 11.1.7 Provide addresses and/or locations of assigned work needing to be redone or not done.

**12. PAYMENT FOR WORK DONE**

- 12.1 Payments will be made according to actual number of prunings, removals and/or stumps done, since these totals may vary from estimated quantities.
  - 12.1.1 Billing will only be done for work completed.
- 12.2 Invoices for payment shall include company name and address, locations of where completed tree work has been done, tree number if any, diameter of trunk or stump when applicable, contracted unit price per tree or stump, and total amount due shall be submitted within twenty (20) days of completion of assigned tree work.
- 12.3 All billing statements or invoices submitted for payment shall be original.
  - 12.3.1 It is preferred that one (1) billing statement be submitted, or if several, that they be submitted at the same time to the specific department for payment.
- 12.4 Any Owners tree work by the vendor that is not done satisfactorily and in accordance with the specifications or standards stated herein shall be redone at no additional cost to the Owners.
  - 12.4.1 Tree work redone must be completed within seven (7) working days from the date of notification to do such work.

**13. AWARD EVALUATION:**

- 13.1 In determining the low responsible bid, consideration may be given to the following factors:
  - 13.1.1 Pricing from the e-bid line items and any additional fees;
  - 13.1.2 Ability, capacity and skill of the vendor to comply with the specifications and perform the work required and within the time specified for a given project;
  - 13.1.3 Character, integrity, reputation, judgment, work related experience and efficiency of the vendor;
  - 13.1.4 Equipment list submitted by Vendor showing sufficient vehicles, tools and items to perform the services as outlined in the bid;
  - 13.1.5 Quality of the vendor's performance of previous work; and
  - 13.1.6 Favorable information obtained from any reference checks that are performed
- 13.2 Contracts resulting from bid responses shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 13.3 The owners may make any investigation deemed necessary to determine the ability of a Bidder to perform in accordance with the specifications.

- 13.4 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a vendor is not properly qualified and/or equipt to perform the obligations of any resulting Contract Agreement.
- 13.5 The Owners further reserve the right to analyze bid responses in detail and to award contracts which the Owners believe to be in their best interest.

END OF SPECIFICATIONS

**LANCASTER COUNTY**  
COUNTY-CITY BUILDING Telephone: (402) 441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**ADDENDUM #1**  
**Issue Date: 01/08/14**  
**SPEC. 14-009**  
**FOR**

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the County's specification and bidding documents:

**Item 1)**

New attachments have been added in the Attachment section of the e-bid.

**Item 2)**

New attributes have been added in the Attribute section of the e-bid.

**Item 3)**

Line Items have been added to the e-bid.

**Item 4)**

The bid closing date has been extended to January 28, 2014 at 12:00 p.m. Central Time.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Suzanne M. Siemer  
Assistant Purchasing Agent

**LANCASTER COUNTY**  
COUNTY-CITY BUILDING Telephone: (402) 441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**ADDENDUM No. 2**  
**Issue Date: 01/15/14**  
**SPEC. 14-009**  
**FOR**

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the County's specification and bidding documents:

Item 1) "Attachment 1" - Unit Price Quotation form has been added to the Attachment section of the e-bid.

Item 2) The following questions were received:

Question: Is the unit pricing in the contract an hourly figure?? Or is it a flat rate per tree?  
Answer: This is a Unit Price contract. Vendors shall submit flat rate "per each" pricing for Standard Tree Service (e-bid Lines 1 through 24). For Non-Standard service, if your company charges by the hour, then enter the respective hourly rate that will be used for the positions listed under e-bid line items 25, 26 and 27. If Non-Standard type service is not charged by the hour and it's based on an "Additional Fee" charge, then do not enter an hourly rate those for those e-bid line items. Additional Fees for Non-Standard tree service would then need to be indicated under "Additional Fees" in Attachment 1 - Unit Price Quotation by awarded vendors for each individual project. Sections 1.7 and 1.8 of the Specifications for additional information.

Question: We would like to know where in Lincoln this/ these jobs are located?  
Answer: A response to this question will be issued in a future Addendum.

Question: Would we be assisting the park and rec department?  
Answer: A response to this question will be issued in a future Addendum.

Question: Would we be working along road ways, in residential yards or both?  
Answer: A response to this question will be issued in a future Addendum.

Question: Would we be working around over head utility lines?  
Answer: A response to this question will be issued in a future Addendum.

Question: Would it be possible for us to take a look at this project that we are bidding?  
Answer: A response to this question will be issued in a future Addendum.

Question: Is there a number of how many trees in this bid?  
Answer: No, the Owners do not have a specific number of trees and service shall be on an as-needed basis and there is no guarantee on the amount of annual spend.

Item 3) New attributes have been added to the Attribute section of the e-bid.

All other terms and conditions shall remain unchanged.  
Dated this 15<sup>th</sup> Day of January, 2014

Suzanne M. Siemer-Ideus  
Assistant Purchasing Agent

**LANCASTER COUNTY**  
COUNTY-CITY BUILDING Telephone: (402) 441-7410  
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*BOARD OF COMMISSIONERS*

**ADDENDUM No. 3**  
**Issue Date: 01/17/14**  
**SPEC. 14-009**  
**FOR**  
**TREE TRIMMING AND REMOVAL SERVICES**

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the County's specification and bidding documents:

**Item 1)**

Section 1.1.1 of the "Specifications" has been changed to read as follows:

- 1.1.1 Service to be performed on an as-needed basis and shall be based on the specifications as outlined herein and in accordance with the Lincoln Municipal Code, State and Federal laws pertaining to such services and work.

**Item 2)**

Section 2.4 of the "Specifications" has been changed to read as follows:

- 2.4 Assigned tree services work would be on owned property as directed by the Owners and could be at various different locations (i.e. Street right-of-ways, Commons, Parks, Golf courses, Trails, etc.).

**Item 3)**

Section 10.24.1.1 has been added to the Specifications and reads as follows:

- 10.24.1.1 All wood left available to the public shall be cleared prior to each weekend.

**Item 4)**

The following questions were received:

Question: We would like to know where in Lincoln this/ these jobs are located?

Answer: The project sites could be along any street or County Right-of-Way, Commons Area or Park land. The Owners do not currently have any project identified.

Question: Would we be assisting the park and rec department?

Answer: The successful Contractors will not work on projects with the Parks and Recreation department. The completion of and responsibility for the projects assigned by the Owners shall be the sole responsibility of the Contractor.

Question: Would we be working along road ways, in residential yards or both?

Answer: Right-of-Way trees are along roadways adjacent to residential yards.

Question: Would we be working around over head utility lines?  
Answer: Yes, there may be utility lines above and below ground.

Question: Would it be possible for us to take a look at this project that we are bidding?  
Answer: Not at this time, as there are no current projects identified. An example of a project could be the trees between the curb and sidewalk.

**Item 5)**

New attributes have been added to the Attribute section of the e-bid.

All other terms and conditions shall remain unchanged.  
Dated this 17<sup>th</sup> Day of January, 2014

Suzanne M. Siemer-Ideus  
Assistant Purchasing Agent