

CONTRACT DOCUMENTS

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

**Unit Price
Tree Trimming and Removal Services
Bid No. 18-066**

**New Heights Tree Service
13801 W. Panama
Crete, NE 68333
(402) 440-7672**

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

THIS CONTRACT, made and entered into 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:

Unit Price - Tree Trimming and Removal Services, Bid No. 18-066

and

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 compete 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

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 the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract, and the quote submitted for each project on the Unit Price Quote Sheet. The Owners shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for City Departments shall not exceed \$58,000.00 during the contract term without approval by the City. The estimated cost of products or services for County Agencies shall not exceed \$15,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for the Public Building Commission shall not exceed \$2,000.00 during the contract term without approval by the Board of the Public Building Commission.

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: TBD Following Receipt of Bids - A Performance and Payment Bond from each Contractor for the duration of the Contract for Level 2 and Level 3 contracts.
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 FOR CAUSE:
 - a) The Owners may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, the Owners without prejudice to any other rights or remedies of the Owners may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the Owners may (subject to any prior rights of the surety):
1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of subcontracts; and
 3. Finish the Work by whatever reasonable method the Owners may deem expedient.
- c) If the Contract is terminated by Owners as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by Owners.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for Owners staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to Owners.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the Owners.
- f) No termination or action taken by Owners after termination shall prejudice any other rights or remedies of Owners provided by law or by the Contract Documents upon such termination; and Owners may proceed against Contractor to recover all losses suffered by Owners.
- 7b. TERMINATION BY THE OWNERS FOR CONVENIENCE:
- a) The Owners may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
1. Discontinue the Work to the extent specified by the Owners;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the Owners has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the Owners of all orders and subcontracts not related to that portion of the Work, if any, the Owners have directed not to be discontinued;

4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the Owners shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the Owners. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the Owners may direct the Contractor to deliver such goods to the Site or to such other place as the Owners may reasonably determine, whereupon the Owners shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, Owners shall pay to Contractor the sum of the following:
1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Owners pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
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. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

10. AUDIT PROVISION: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
11. PERIOD OF PERFORMANCE. This Contract shall be effective upon execution by all parties. The term of the Contract shall be effective July 20, 2018 through July 19, 2019 with the option to renew for three (3) additional one (1) year terms upon mutual consent of all parties.
12. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Unit Price Quote Sheet
 8. Lincoln Municipal Code Requirements
 9. Attachment 3
 10. Sales Tax Exemption Forms 13
(Note: These forms cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)
 11. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission

Vendor Signature Page

**CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Nebraska, Lancaster County, and
City of Lincoln-Lancaster County Public Building Commission
New Heights Tree Service**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Mike Bodfield

Name 13801 W Panama Rd
EREYE, NE 68333

Address

Mike Bodfield

Signature

City of Lincoln Signature Page

**CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Nebraska, Lancaster County, and
City of Lincoln-Lancaster County Public Building Commission
New Heights Tree Service**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Nebraska, Lancaster County, and
City of Lincoln-Lancaster County Public Building Commission
New Heights Tree Service**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**Lincoln-Lancaster County Public Building Commission
Signature Page**

**CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Nebraska, Lancaster County, and
City of Lincoln-Lancaster County Public Building Commission
New Heights Tree Service**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Ideus Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	SMIdeus@lincoln.ne.gov	Contact	Suzanne Ideus, Assistant Purchasing Agent	Contact
Phone	(402) 441-7414 x			
Fax	(402) 441-6513 x			
Bid Number	18-066			Department
Title	Unit Price - Tree Trimming and Removal Services	Department Building		Building
Bid Type	Bid	Suite 200		Floor/Room
Issue Date	5/11/2018 08:00 AM (CT)	Floor/Room		Telephone
Close Date	5/25/2018 12:00:00 PM (CT)	Telephone	(402) 441-7414 x	Fax
		Fax	(402) 441-6513 x	Email
		Email	SMIdeus@lincoln.ne.gov	

Supplier Information

Company	new heights tree service
Address	13801 w panama crete, NE 68333
Contact	mike bodfield
Department	
Building	
Floor/Room	
Telephone	(402) 440-7672
Fax	(402) 826-5055
Email	mbbodfield@diodecom.net
Submitted	5/25/2018 10:45:00 AM (CT)
Total	\$22,892.86

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Michael A Bodfield

Email bodfm01@gmail.com

Supplier Notes

Bid Notes

If you need assistance, please contact our office at 402-441-8103.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	yes
2	Instructions to Bidders	I acknowledge reading, understanding and agree to the Instructions to Bidders.	Yes
3	Specifications	I acknowledge reading, understanding and agree to the specifications.	Yes
4	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
5	Sample Unit Price Contract	I acknowledge reading and understanding the Sample Unit Price Contract.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading, understanding and agree to the Special Provision Term Contract Provisions.	Yes
7	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes

8	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
9	Renewal is an Option	I acknowledge that renewal is an option.	Yes
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	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:	Yes we are available 24 hours a day Mike Bodfield 402-440-7672 Cole Bodfield 402-418-4998
12	Credentials of Personnel	I have attached the credentials of our personnel in the Response Attachment section as requested.	Yes
13	Equipment List	I have attached our list of equipment in the Response Attachment section as requested.	Yes
14	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Mike Bodfield 402-440-7672 cell 402-418-4998
15	Hours of Operation	Indicate your standard hours of operation:	8-5 monday through friday
16	Emergency Service	Is your company is available 24 hours a day, seven days a week for emergency service. Indicate: Yes or No If contacted for emergency service, is your company able to be on-site within 2 hours of notification of the emergency? Indicate: Yes or No Provide a contact name(s) and telephone number(s):	yes
17	Emergency Call-Out Service - Surcharge	Indicate the percentage that your company will apply to the invoice if called out for emergency service. *Note, this is the only additional charge that can be applied to the Line Item pricing for the services being provided. The figure indicated shall be uniform to all of the line items. The respective line items would still be the basis and then the surcharge percentage would be applied.	35%
18	Debarred	Has your company ever been debarred or suspended for doing business with the City of Lincoln/Lancaster County/PBC of Nebraska	no
19	Recycling of Corrugated Cardboard	I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.	Yes

20 Reference No. 1

Determine which of the 3 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute.

City of Lincoln waste water Dept
Avery Quackenbush 402 430-4406

1. Current reference (within last five (5) years) where similar services have been provided.

Provide the following information: Name of the Company, Contact Person, Phone Number and/or Email Address, Project Name or Description

2. Our company has provided similar types of services to the City or County within the last five (5) years.

Provide the following information: Department Name, Contact person, Project Name or Number

3. If your company is unable to provide a reference and have not provided similar services to the City or County in the last five (5) years.

Indicate "Our company is unable to provide the requested information" and then indicate the reason why.

21 Reference No. 2

Determine which of the 3 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute.

City forester Bob Wyrick 402 499
5961

1. Current reference (within last five (5) years) where similar services have been provided.

Provide the following information: Name of the Company, Contact Person, Phone Number and/or Email Address, Project Name or Description

2. Our company has provided similar types of services to the City or County within the last five (5) years.

Provide the following information: Department Name, Contact person, Project Name or Number

3. If your company is unable to provide a reference and have not provided similar services to the City or County in the last five (5) years.

Indicate "Our company is unable to provide the requested information" and then indicate the reason why.

22 Reference No. 3

Determine which of the 3 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute.

Lincoln Electric Systems Fred
Rumery 402 416 3437

1. Current reference (within last five (5) years) where similar services have been provided.

Provide the following information: Name of the Company, Contact Person, Phone Number and/or Email Address, Project Name or Description

2. Our company has provided similar types of services to the City or County within the last five (5) years.

Provide the following information: Department Name, Contact person, Project Name or Number

3. If your company is unable to provide a reference and have not provided similar services to the City or County in the last five (5) years.

Indicate "Our company is unable to provide the requested information" and then indicate the reason why.

- 23 Contract Term and Price Escalation I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. Prices are firm with a 4 % increase per year
(a) Are your bid prices firm for the first one (1) year contract period. YES or NO:
(b) Are your bid prices subject to escalation/de-escalation YES or NO:
(c) If (b), state time period for which prices will remain firm:
- 24 Contact Name of person submitting this bid: Mike Bodfield 402 418 4998
- 25 Electronic Signature Please check here for your electronic signature. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Pruning Tree less than 6" Diameter - DBH, Right-of-Way	\$35.96
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
2	1	EA	Pruning Tree 7" to 12" Diameter - DBH, Right-of-Way	\$45.50
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
3	1	EA	Pruning Tree 13" to 18" Diameter, DBH, Right-of-Way	\$59.38
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
4	1	EA	Pruning Tree 19" to 24" Diameter, DBH, Right-of-Way	\$98.38
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
5	1	EA	Pruning Tree 25" to 30" Diameter - DBH, Right-of-Way	\$147.47
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
6	1	EA	Pruning Tree 31" to 36" Diameter - DBH, Right-of-Way	\$169.39
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

7	1	EA	Pruning Tree 37" to 42" Diameter - DBH, Right-of-Way	\$178.67
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
8	1	EA	Pruning Tree 42" + Diameter - DBH, Right-of-Way	\$209.39
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
9	1	EA	Tree Removal Including Stump less than 6" Diameter - DBH, Right-of-Way	\$58.77
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
10	1	EA	Tree Removal Including Stump 7" to 12" Diameter - DBH, Right-of-Way	\$158.99
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
11	1	EA	Tree Removal Including Stump 13" to 18" Diameter - DBH, Right-of-Way	\$368.95
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
12	1	EA	Tree Removal Including Stump 19" to 24" Diameter - DBH, Right-of-Way	\$496.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

13	1	EA	Tree Removal Including Stump 25" to 30" Diameter - DBH, Right-of-Way	\$989.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
14	1	EA	Tree Removal Including Stump 31" to 36" Diameter - DBH, Right-of-Way	\$1,487.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
15	1	EA	Tree Removal Including Stump 37" to 42" Diameter - DBH, Right-of-Way	\$2,700.00
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
16	1	EA	Tree Removal Including Stump 42" + Diameter - DBH, Right-of-Way	\$2,898.00
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
17	1	EA	Stump Removal less than 6" Diameter - DBH, Right-of-Way	\$45.85
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
18	1	EA	Stump Removal 7" to 12" Diameter - DBH, Right-of-Way	\$69.99
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

19	1	EA	Stump Removal 13" to 18" Diameter - DBH, Right-of-Way	\$78.77
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
20	1	EA	Stump Removal 19" to 24" diameter - DBH, Right-of-Way	\$98.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
21	1	EA	Stump Removal 25" to 30" Diameter - DBH, Right-of-Way	\$128.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
22	1	EA	Stump Removal 31" to 36" Diameter - DBH, Right-of-Way	\$168.67
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
23	1	EA	Stump Removal 37" to 42" Diameter - DBH, Right-of-Way	\$235.99
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
24	1	EA	Stump Removal 42" + Diameter - DBH, Right-of-Way	\$248.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

25	1	EA	Pruning Tree less than 6" Diameter - DBH, Non- Right-of-Way	\$35.96
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
26	1	EA	Pruning Tree 7" to 12" Diameter - DBH, Non- Right-of-Way	\$48.50
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
27	1	EA	Pruning Tree 13" to 18" Diameter, DBH, Non- Right-of-Way	\$60.01
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
28	1	EA	Pruning Tree 19" to 24" Diameter, DBH, Non- Right-of-Way	\$93.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
29	1	EA	Pruning Tree 25" to 30" Diameter - DBH, Non- Right-of-Way	\$147.58
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
30	1	EA	Pruning Tree 31" to 36" Diameter - DBH, Non- Right-of-Way	\$169.99
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

31	1	EA	Pruning Tree 37" to 42" Diameter - DBH, Non- Right-of-Way	\$178.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
32	1	EA	Pruning Tree 42" + Diameter - DBH, Non- Right-of-Way	\$211.11
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
33	1	EA	Tree Removal Including Stump less than 6" Diameter - DBH, Non- Right-of-Way	\$68.88
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
34	1	EA	Tree Removal Including Stump 7" to 12" Diameter - DBH, Non- Right-of-Way	\$158.99
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
35	1	EA	Tree Removal Including Stump 13" to 18" Diameter - DBH, Non- Right-of-Way	\$378.95
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
36	1	EA	Tree Removal Including Stump 19" to 24" Diameter - DBH, Non- Right-of-Way	\$501.99
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

37	1	EA	Tree Removal Including Stump 25" to 30" Diameter - DBH, Non- Right-of-Way	\$1,003.99
----	---	----	--	------------

Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

38	1	EA	Tree Removal Including Stump 31" to 36" Diameter - DBH, Non- Right-of-Way	\$1,598.99
----	---	----	--	------------

Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

39	1	EA	Tree Removal Including Stump 37" to 42" Diameter - DBH, Non- Right-of-Way	\$2,700.00
----	---	----	--	------------

Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

40	1	EA	Tree Removal Including Stump 42" + Diameter - DBH, Non- Right-of-Way	\$2,999.99
----	---	----	---	------------

Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

41	1	EA	Stump Removal less than 6" Diameter - DBH, Non- Right-of-Way	\$71.01
----	---	----	---	---------

Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

42	1	EA	Stump Removal 7" to 12" Diameter - DBH, Non- Right-of-Way	\$80.02
----	---	----	---	---------

Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.

Supplier Notes:

43	1	EA	Stump Removal 13" to 18" Diameter - DBH, Non- Right-of-Way	\$121.21
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
44	1	EA	Stump Removal 19" to 24" diameter - DBH, Non- Right-of-Way	\$144.34
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
45	1	EA	Stump Removal 25" to 30" Diameter - DBH, Non- Right-of-Way	\$154.44
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
46	1	EA	Stump Removal 31" to 36" Diameter - DBH, Non- Right-of-Way	\$245.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
47	1	EA	Stump Removal 37" to 42" Diameter - DBH, Non- Right-of-Way	\$268.98
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				
48	1	EA	Stump Removal 42" + Diameter (Standard) - DBH, Non- Right-of-Way	\$268.99
Item Notes: Enter the per "EACH" price that will be charged for service categorized as Right-of-Way. Price must include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up work site and any other costs associated with doing such work.				
Supplier Notes:				

49	1	EA	Mobilization Charge - Flat charge for projects located outside the City of Lincoln limits, but within Lancaster County, Nebraska.	\$0.00
----	---	----	---	--------

Item Notes: Enter the per "EACH" flat price that your company would charge for Mobilization on a located project outside of the City of Lincoln limits, but within Lancaster County, Nebraska
If your company would not apply a Mobilization charge for work outside of the City limits, just indicate in the Line Item notes that the charge is not applicable and also enter a "0" in the pricing field.

Supplier Notes:

Response Total:	\$22,892.86
-----------------	-------------

Mike Bodfield Arborist with City of Lincoln

Mike Rogge Arborist with City of Lincoln

Brad Biggs Level four tree trimmer

Larry Brown Level three operator

Nick burgis Level three groundman

Paul hendrick Level three operator

Colc Bodfield Level three groundman

Wyatt Bodfield Level three groundman

Tony Van Horn level three tree trimmer

Ron Weider Level two groundman

1997 F8500 55, Ft bucket over center
1993 GMC 6500 52 Ft bucket elbo boom
1994 International Clam truck
2018 770 bobcat
2007 18 Ft Dump trailer
2009 14 Ft Dump trailer
2) 1500 Vermeer bobcats
1 1187 vermeer stump grinder
1 252 Vermeer stump grinder
1 1997 4700 international Chipper Truck
1994 6500 GMC Chipper Truck

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA AND
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
UNIT PRICE - TREE PRUNING AND REMOVAL SERVICES**

1. GENERAL INFORMATION

- 1.1 It is the intent of the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission hereinafter called "Owners" to retain qualified contractors for Tree Pruning and Removal Services.
 - 1.1.1 Service to be performed as-needed, based on the specifications outlined herein and in accordance with ANSI A300 Part 1 Standards, the Lincoln Municipal Code and State and Federal laws pertaining to such services and work.
- 1.2 It is estimated that the total amount of work for all departments/agencies for the Owners for the term of the contract is approximately \$75,000.00.
 - 1.2.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$50,000.00.
 - 1.2.2 There is no specific number of trees implied or guaranteed in relation to this contract.
- 1.3 Project Locations for the resulting contracts are unknown, but will be categorized in one of the following ways:
 - 1.3.1 Generally, the services requested for this contract will be for trees referred to as **Right-of-Way** (located between the sidewalk and curb).
 - 1.3.2 On occasion, services requested for this contract will be for trees referred to as **Non- Right-of-Way** (located in parks, golf courses or other public space).
- 1.4 The contract is for **NON-FEDERAL** funded projects only.
- 1.5 Contract(s) will be awarded to the Contractor(s) whose bid substantially meets all the required specifications, duties, terms and conditions as defined in these specifications and related bid documents and whose pricing is determined to be fair and reasonable according to comparisons of other bidders and the need for additional contractor(s) for the services.
- 1.6 Contract(s) will be effective upon execution for a one (1) year period with the option for three (3) one (1) year renewal periods upon mutual consent of all parties.
- 1.7 Any deviation from these specifications or any other bid document must be documented on company letterhead and attached to the Supplier Response section of your Ebid response.
- 1.8 Bidder must submit their bid and all attachments via the City/County Ebid system.
 - 1.8.1 To submit a bid, Bidder must be registered with the City of Lincoln/Lancaster County Purchasing Department.
 - 1.8.2 To register, go to the City of Lincoln website; www.lincoln.ne.gov
Type bid in the search box
Click on "Supplier Registration"
Follow instructions to completion
- 1.9 All inquiries regarding this bid shall be directed via e-mail or faxed written request to Suzanne Ideus, Assistant Purchasing Agent (SMIdeus@lincoln.ne.gov) or fax: (402) 441-6513.

- 1.9.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as electronic addenda.
- 1.9.2 All inquiries must be submitted to the Purchasing Office five (5) days prior to the bid opening.
- 1.9.3 No direct contact is allowed between Bidder and other Owners' staff, besides Purchasing, throughout the bid process regarding this bid.
 - 1.9.3.1 Failure to comply with this directive may result in Bidder's bid response being rejected.
- 1.10 An awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.11 The Contract Administrator for each project will be determined at the time of the Unit Price Quote sheet is executed by the Owners.
- 1.12 A sample Unit Price Contract describing the obligations of the Owners and the Contractor is attached to the Ebid.
- 1.13 Contractors should thoroughly read and understand the scope of work, responsibilities and all other specific requirements herein needed to provide tree pruning and removal services prior to submitting bids.
- 1.14 Unit bid price paid for Tree Pruning and/or Tree Removal (including stump) will be based upon tree diameter measured by diameter at breast height (DBH).
- 1.15 Unit bid price paid for Stump Removal (grinding stump, grinding surface or brace roots, removing grindings, back filling stump hole) will be based upon the following:
 - 7-12" DBH tree shall yield a stump 1" larger
 - 13-18" DBH tree shall yield a stump 2" larger
 - 19-24" DBH tree shall yield a stump 3" larger
 - 25-30" DBH tree shall yield a stump 4" larger
 - Any tree >30" DBH shall yield a stump 6" larger - (i.e. a 30" DBH tree shall have a 36" stump, a 40" DBH tree shall have a 46" stump, a 50" DBH tree shall have a 56" stump).
- 1.16 All unit bid prices (Ebid Lines 1 through 48) shall include all labor, mobilization, materials, equipment, hauling, disposal, cleaning up of work site and all other costs associated with performing tree pruning, removal and stump grinding services.
 - 1.16.1 Lines 1 through 24 of Ebid are for services performed within the **Right-of-Way** as defined in Section 2 of these Specifications.
 - 1.16.2 Lines 25 through 48 of Ebid are for services performed in **Non-Right-of-Way** as defined in Section 2 of these Specifications.
 - 1.16.3 Line 49 in Ebid pertains only to applicable Mobilization charges for project work requested by the County that is located **outside of the City of Lincoln limits**.
- 1.17 Contractors MUST complete a Unit Price Quote Sheet for every project the Owners contact them to bid on – See "**Attachment 1 – Unit Price Quote Sheet**".
 - 1.17.1 "Attachment 1 - Unit Price Quote Sheet" shall be based on the pricing indicated in the respective Ebid Line Items.
 - 1.17.2 The form shall be submitted to the requesting department for review, approval and project award determination.

- 1.18 The Contractor is responsible for repairing tools or equipment as soon as possible; or providing other tools or equipment to keep the crew operating productively.
- 1.19 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.

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 in the City of Lincoln and Lancaster County.
- 2.2 The Owners will not be assisting the successful Contractor(s) on the completion of and responsibilities for unit price projects assigned by the Owners.
 - 2.2.1 The completion of and responsibility for the projects assigned by the Owners shall be the sole responsibility of the Contractor.
- 2.3 Due to the nature of the contract, it is not possible to provide locations for bidding purposes.
 - 2.3.1 Generally, the services requested for this contract will be for trees referred to as **Right-of-Way** (located between the sidewalk and the curb).
 - 2.3.2 On occasion services requested for this contract will be for trees referred to as **Non- Right-of-Way** (located in parks, golf courses or other public space).
- 2.4 Contractors will be asked to respond to service calls in adverse weather conditions or emergencies on an on-call 24 hour per day basis.
 - 2.4.1 Indicate in the attribute section of the Ebid 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).
 - 2.4.2 If contacted for emergency service, the Contractor shall be on-site within 2 hours of notification of the emergency.
 - 2.4.3 Indicate in the attribute section of Ebid the **percentage** surcharge that your company will apply to provide emergency service for any of the line items.
 - 2.4.3.1 The percentage indicated shall be the same for each of the line items.
- 2.5 Tree services may involve one or any combination of the following:
 - 2.5.1 Tree pruning;
 - 2.5.2 Tree removal; and
 - 2.5.3 Stump removal.
- 2.6 These services shall be performed for the Owners requiring such services, under the direction and supervision of the Owners or their Designee.
- 2.7 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.
- 2.8 Contractual tree services performed will be determined by actual need for such services and the available funding to have such contractual work done.

3. PRUNING REQUIREMENTS

- 3.1. The successful Contractor(s) must comply the following requirements:
 - 3.1.1 Tree Pruning as defined and described in the Tree Care Industry Association (TCIA) ANSI A300 Part 1.
 - 3.1.1.1 It is the Contractor's responsibility to ensure they are informed of the most current version of the standards by the above-mentioned association and that work is being performed in accordance with such standards.
 - 3.1.1.2 Refer to the following website to request information:
https://tcia.org/TCIA/BUSINESS/ANSI_A300_Standards_/TCIA/BUSINESS/A300_Standards/A300_Standards.aspx?hkey=202ff566-4364-4686-b7c1-2a365af59669
 - 3.1.2 The City of Lincoln Public Works Department Engineering Services Division vertical clearance requirements - See "**Attachment 2**".
 - 3.1.2.1 It is the Contractor's responsibility to stay informed and updated when revised standards are released.

4. TREE REMOVAL

- 4.1 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.).
- 4.2 The trunk diameter measured at 4.5 foot above ground, known as diameter at breast height, or DBH.
- 4.3 For multi-trunk trees the diameter (DBH) of the largest trunk will be considered as the diameter for such trees.
- 4.4 No Public tree, within the City of Lincoln, shall be removed unless identified and marked by the Owners' Designee for removal.
- 4.5 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.
- 4.6 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.
- 4.7 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.)
- 4.8 A notch and back cut shall be used in felling trees over 5 inches in trunk diameter, measured at breast height.
- 4.9 The notch and back cut shall allow for sufficient hinge wood to guide the tree when felling it.
 - 4.9.1 The back cut shall be made higher than the point of the notch and shall avoid penetration into the predetermined hinge area.
 - 4.9.1.2 The stump shall not be left higher than three (3) inches above ground level when removing a tree.

5. STUMP REMOVAL

- 5.1 Stump diameters shall be measured as follows:
 - 5.1.1 7-12" DBH tree shall yield a stump 1" larger
 - 5.1.2 13-18" DBH tree shall yield a stump 2" larger
 - 5.1.3 19-24" DBH tree shall yield a stump 3" larger
 - 5.1.4 25-30" DBH tree shall yield a stump 4" larger
 - 5.1.5 Any tree >30" DBH shall yield a stump 6" larger - (i.e. a 30" DBH tree shall have a 36" stump, a 40" DBH tree shall have a 46" stump, a 50" DBH tree shall have a 56" stump)
- 5.2 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.
- 5.3 Stump grinding shall include the removal of the stump, hauling of debris/grindings away from site and back-filling hole with clean topsoil.
 - 5.3.1 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.
- 5.4 Stump hole is not to be left open over night when hauling away stump grindings and/or back filling it.
- 5.5 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.
 - 5.5.1 Backfill will be leveled to three (3) inches above existing grade to allow for settling.
- 5.6 No depressions will be left in stump/root removal area(s) when backfilled with top soil.

6. BIDDER QUALIFICATIONS/REQUIREMENTS

- 6.1 Only bidders actively engaged in the field of arboriculture as a tree service company will be considered.
- 6.2 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.
- 6.3 Bidders 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.
 - 6.3.1 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:
 - 6.3.1.1 Project Manager and/or Onsite contact person.
 - 6.3.1.2 Ground person
 - 6.3.1.3 At least one (1) ISA Certified Arborist or City of Lincoln licensed First Class Arborist
- 6.4 Inadequately or improperly trained personnel shall not be utilized by the Contractor in doing any tree services work for the Owners.
 - 6.4.1 Personnel shall not perform tree work beyond their known capacity, training or ability to do so.
- 6.5 All bidders must have the appropriate equipment to perform all services as outlined in the specifications herein at the time of bidding.

- 6.5.1 Bidders shall attach a current list of all equipment in the response attachment section of the Ebid.
- 6.5.2 The bid will not be awarded to bidders who would have to purchase and/or lease necessary equipment and tools contingent upon their being awarded contract.

7. EQUIPMENT

- 7.1 Bidder's list of equipment shall consist of, but not be limited to the following:
 - 7.1.1 55' vertical reach aerial platform bucket truck, equipped with all necessary outriggers and safety devices.
 - 7.1.2 Brush chipper with a minimum capacity to chip brush and limbs 12" in diameter or greater and a chipper truck with a chip dump box having a minimum capacity of 10 cubic yards or more.
 - 7.1.3 Stump grinder with the following minimum specifications: cutting height (above ground) of 19", cutting width of 50", cutting depth (below ground) of 12".
 - 7.1.4 Log loader equipment with grapple for loading large trunks, large logs and/or tree brush debris.
 - 7.1.5 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.
 - 7.1.6 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.
 - 7.1.7 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.
 - 7.1.8 Hand tools also necessary to do tree services work (lopping shears, lawn rakes, scoop shovels, pole pruner/saw, etc.) for each crew.
 - 7.1.9 Gas-powered blower per crew for cleaning off sidewalks, streets, etc.
 - 7.1.10 Hard hat, hearing protection and other safety equipment for each crew person.
 - 7.1.11 Traffic cones and other required traffic control devices.

8. SUBMITTALS

- 8.1 The following documents shall be on company letterhead and attached in the Response Attachment section of Ebid.
 - 8.1.2 Provide a complete list of equipment that will be used in performing these services.
 - 8.1.2.1 The list shall identify manufacturer and model numbers of all equipment currently owned/leased in performing specific tree services.
 - 8.1.3 Contractors and their employees who do commercial tree service work in Lincoln shall be currently certified and licensed first-class arborists in accordance with Lincoln Municipal Code, Chapter 5.06, Contractors and their employees that provide commercial tree service in the City of Lincoln shall hold current certifications and licenses at all times.

- 8.1.3.1 List of all full and part-time personnel who possess an ISA Certification or a City of Lincoln Arborist license, their related commercial arborist work experience, length of employment and arborist license number.
- 8.2 *References:* Bidder is to complete reference Attributes in Ebid to provide three (3) current references where similar services have been provided – The type of reference being provided in the Attribute shall be based on your company’s relevant experience, you will provide the reference information according to the applicable category option directly below.
 - 8.2.1 *Option 1:* Enter two (2) current references in the Attribute section of Ebid where similar services have been provided and reference source could substantiate your company has a satisfactory record of performance on completed projects of comparable size and quality.
 - 8.2.1.1 Provide the following specific information within the “Reference” attributes:
 - Name of the Company
 - Contact Person, Phone Number and/or Email Address
 - Project name or Description
 - 8.2.2 *Option 2:* When similar services have been provided to the City of Lincoln or Lancaster County within the last five (5) years and reference sources could substantiate your company has a satisfactory record of performance on completed projects of comparable size and quality. (Note: If you only have one (1) city or County reference, then an additional reference source needs to be submitted).
 - 8.2.2.1 Provide the following information in the Attribute section of Ebid:
 - Confirming Statement: “Our company has provided similar types of services to the City and/or County within the last five (5) years.”
 - Department Name
 - Contact person
 - project Name or Number
 - Year of Project
 - 8.2.2.2 If your company is unable to provide the minimum number of references requested and have not provided similar services to the City or County in the last five (5) years, indicate “Our company is unable to provide the requested information” and indicate the reason why.

9. RESPONSIBILITIES OF THE CONTRACTOR

- 9.1 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.
- 9.2 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.
 - 9.2.1 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.

- 9.3 The Contractor is legally responsible for damage to public and/or private property while performing the tree services outlined in these specifications.
- 9.4 Any damage to Owners' and/or private property shall be reported to the Owners' Designee who is overseeing that respective project.
- 9.5 Contractor 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.
- 9.6 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).
 - 9.6.1 The City of Lincoln Traffic Control Guidelines for Street Construction, Maintenance and Utility Operations are found in Chapter 15 Traffic Control via the following link:
<http://lincoln.ne.gov/city/pworks/engine/dconst/standard/standard-specs/pdf/2017-standard-specifications.pdf>
 - 9.6.1.1 Public Works & Utilities engserv@lincoln.ne.gov
402-441-5511.
 - 9.6.2 Contractor shall provide required number of traffic cones at own cost.
 - 9.6.3 Other required traffic control devices will be loaned to Contractor by Owners (i.e. Type III barricades only).
- 9.7 The Owners shall have the right to require the Contractor to redo any tree work that is not done satisfactorily and in accordance with the specifications and/or standards stated herein.
- 9.8 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.
- 9.9 Contractor 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.
- 9.10 Contractor shall immediately report to the Owners' Designee, for that respective project, any structural weakness, disease conditions, decayed trunks or branches, split crotches or branches that may be observed while doing tree work for the Owners.
- 9.11 All such tree work done by the Contractor shall be conducted in a manner as to cause the least possible interference with or annoyance to individuals and the general public.
- 9.12 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.
- 9.13 Contractor is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, sprinkler heads and valves.
 - 9.13.1 If any direct or indirect damage occurs to public or private property, due to any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor 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.

- 9.14 A certified City of Lincoln First-class Arborist OR International Society of Arboriculture (ISA) certified Arborist shall be present on-site at all times when tree work is being done for the Owners.
- 9.15 The use of climbing spurs or spike shoes in the act of pruning trees is prohibited.
- 9.16 Unless the work area is totally barricaded or otherwise kept safe, at least one (1) representative of the Contractor's crew shall serve to coordinate safe operations on the ground at all times while Owners tree work is in progress.
- 9.17 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.
- 9.18 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 Contractor, the proper authorities of the utilities involved, or property owner involved, shall be consulted by the Contractor prior to performing any tree work activity and all requested reasonable precautions by any such authority or persons shall be complied with.
- 9.19 Contractor shall contact DIGGER'S HOTLINE at 1-800-331-5666 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.
- 9.20 All motor vehicles and other major equipment used by the Contractor 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) – See "**Attachment 3**".
- 9.20.1 If selected Contractor uses rental equipment to perform work done for Owners, it must also display required insignia.
- 9.21 The City Traffic Engineering Division (402-441-7711) 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.
- 9.22 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 Contractor.
- 9.23 The Contractor shall provide telephone numbers to the Owners' Arborist overseeing a project and other Owners' representatives as-needed so they can be reached on a 24 hour a day basis.
- 9.23.1 A valid email address shall be provided to the Owners for written correspondence regarding site details, orders and general communication.
- 9.24 The Contractor shall dispose of wood chips generated from doing Owners' tree pruning work at the Owners designated dump site (1st & Cornhusker) for recycling purposes.
- 9.24.1 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.
- 9.24.2 Disposal of brush and tree debris not chipped, logs, trunks not

recycled, and stump grindings generated from Owners' tree work done by the Contractor shall be the responsibility of the Contractor and any associated landfill dump fees incurred in disposing it shall be paid by the Contractor.

10. RESPONSIBILITIES OF THE OWNERS

- 10.1 Owners will provide the following:
 - 10.1.1 Addresses and/or locations of designated trees needing to be pruned, removed and/or stumps to be removed.
 - 10.1.2 Addresses will be routed according to location, but it will be the Contractor who makes the final decisions on how to route addresses for completing work specified to be done for the Owners.
 - 10.1.3 Instructions relative to the extent and priority of the work needing to be done.
 - 10.1.3.1 The Owners will establish priorities as to when tree work needs to be started and/or completed and will inform the Contractor of these priorities.
 - 10.1.4 Provide door hangers and/or printed materials when necessary for distribution by Contractor to homeowners/businesses where designated tree work is to be done.
 - 10.1.5 Provide temporary no parking signs when Contractor needs to post no parking prior to doing assigned street tree work.
 - 10.1.6 Provide phone numbers of certain Owners' personnel who will be assigning work and doing contract administration.
 - 10.1.7 Provide addresses and/or locations of assigned work needing to be redone or not done.

11. INVOICING PROCEDURES

- 11.1 Payments will be made according to actual number of pruning, removals and/or stumps done, since these totals may vary from estimated quantities.
 - 11.1.1 Billing will only be done for work completed.
- 11.2 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.
- 11.3 All billing statements or invoices submitted for payment shall be original.
 - 11.3.1 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.
- 11.4 Any Owners' tree work by the Contractor 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.
 - 11.4.1 Tree work redone must be completed within seven (7) working days from the date of notification to do such work.
- 11.5 Payment shall be made by the Owners within 30 days from receipt of invoice from the Contractor.
 - 11.5.1 Owner will verify that all costs on the invoice do not exceed the estimate on the Unit Price Quotation sheet prior to approving payment.

12. CONTRACT AND INSURANCE

- 12.1 The awarded Contractor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 12.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 12.3 Bidders are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process to ensure contract execution within 5 days of award notice.

13. AWARD EVALUATION:

- 13.1 The bid will be awarded in accordance with section **13.4** of the "Instructions to Bidders" attachment found in Ebid and with consideration given to each of the following factors:
 - 13.1.1 Pricing from the Ebid line items and any additional fees;
 - 13.1.2 Ability, capacity and skill of the Bidder 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 Bidder;
 - 13.1.4 Equipment list submitted by Bidder showing sufficient vehicles, tools and items to perform the services as outlined in the bid;
 - 13.1.5 Quality of the Contractor's performance of previous projects; 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.
- 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 a bid if the pricing is deemed to be not fair and reasonable and/or if there is a lack of equipment to perform the requirements of the resulting contract; and
- 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

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City, County and City-County Public Building Commission will sign and date the Contract.

4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. Cancellation Notice

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

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

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Unit Price - Tree Trimming and Removal Services, Bid No. 18-066

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT DESCRIPTION: _____

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 Calendar Days to Complete	

Labor Items

	UOM	Unit Price	QTY	Total Amount
Pruning Tree less than 6" Diameter - DBH, Right-of-Way	EA.			
Pruning Tree 7" to 12" Diameter - DBH, Right-of-Way	EA.			
Pruning Tree 13" to 18" Diameter, DBH, Right-of-Way	EA.			
Pruning Tree 19" to 24" Diameter, DBH, Right-of-Way	EA.			
Pruning Tree 25" to 30" Diameter - DBH, Right-of-Way	EA.			
Pruning Tree 31" to 36" Diameter - DBH, Right-of-Way	EA.			
Pruning Tree 37" to 42" Diameter - DBH, Right-of-Way	EA.			
Pruning Tree 42" + Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump less than 6" Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump 7" to 12" Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump 13" to 18" Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump 19" to 24" Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump 25" to 30" Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump 31" to 36" Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump 37" to 42" Diameter - DBH, Right-of-Way	EA.			
Tree Removal Including Stump 42" + Diameter - DBH, Right-of-Way	EA.			
Stump Removal less than 6" Diameter - DBH, Right-of-Way	EA.			
Stump Removal 7" to 12" Diameter - DBH, Right-of-Way	EA.			
Stump Removal 13" to 18" Diameter - DBH, Right-of-Way	EA.			
Stump Removal 19" to 24" diameter - DBH, Right-of-Way	EA.			
Stump Removal 25" to 30" Diameter - DBH, Right-of-Way	EA.			
Stump Removal 31" to 36" Diameter - DBH, Right-of-Way	EA.			
Stump Removal 37" to 42" Diameter - DBH, Right-of-Way	EA.			
Stump Removal 42" + Diameter (Standard) - DBH, Right-of-Way	EA.			
Pruning Tree less than 6" Diameter - DBH, Non- Right-of-Way	EA.			
Pruning Tree 7" to 12" Diameter - DBH, Non- Right-of-Way	EA.			
Pruning Tree 13" to 18" Diameter, DBH, Non- Right-of-Way	EA.			
Pruning Tree 19" to 24" Diameter, DBH, Non- Right-of-Way	EA.			
Pruning Tree 25" to 30" Diameter - DBH, Non- Right-of-Way	EA.			
Pruning Tree 31" to 36" Diameter - DBH, Non- Right-of-Way	EA.			
Pruning Tree 37" to 42" Diameter - DBH, Non- Right-of-Way	EA.			
Pruning Tree 42" + Diameter - DBH, Non- Right-of-Way	EA.			
Tree Removal Including Stump less than 6" Diameter - DBH, Non- Right-of-Way	EA.			
Tree Removal Including Stump 7" to 12" Diameter - DBH, Non- Right-of-Way	EA.			
Tree Removal Including Stump 13" to 18" Diameter - DBH, Non- Right-of-Way	EA.			

Tree Removal Including Stump 19" to 24" Diameter - DBH, Non- Right-of-Way	EA.		
Tree Removal Including Stump 25" to 30" Diameter - DBH, Non- Right-of-Way	EA.		
Tree Removal Including Stump 31" to 36" Diameter - DBH, Non- Right-of-Way	EA.		
Tree Removal Including Stump 37" to 42" Diameter - DBH, Non- Right-of-Way	EA.		
Tree Removal Including Stump 42" + Diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal less than 6" Diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal 7" to 12" Diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal 13" to 18" Diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal 19" to 24" diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal 25" to 30" Diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal 31" to 36" Diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal 37" to 42" Diameter - DBH, Non- Right-of-Way	EA.		
Stump Removal 42" + Diameter (Standard) - DBH, Non- Right-of-Way	EA.		
Mobilization Charge - Flat charge for work outside of the City Limits	EA.		
PROJECT TOTAL		\$	

Emergency Call-Out Service Surcharge (percentage)	%	
--	---	--

TOTAL ESTIMATED COST -- NOT TO EXCEED:

\$

FIRM: _____
BY: _____
ADDRESS: _____

APPROVED BY: _____
 Department Agency/Rep
PHONE NO: _____
DATE: _____

Change Order #: _____ Accepted: _____ Not Accepted : _____
--

**CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING COMMISSION
UNIT PRICE QUOTATION**

**This Document Is Required For All Unit Price Projects
Unit Price - Tree Trimming and Removal Services, Bid No. 18-066**

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): New Heights Tree Service

PROJECT DESCRIPTION:

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 Calendar Days to Complete	

Labor Items

	UOM	Unit Price	QTY	Total Amount
Pruning Tree less than 6" Diameter - DBH, Right-of-Way	EA.	\$35.96		
Pruning Tree 7" to 12" Diameter - DBH, Right-of-Way	EA.	\$45.50		
Pruning Tree 13" to 18" Diameter, DBH, Right-of-Way	EA.	\$59.38		
Pruning Tree 19" to 24" Diameter, DBH, Right-of-Way	EA.	\$98.38		
Pruning Tree 25" to 30" Diameter - DBH, Right-of-Way	EA.	\$147.47		
Pruning Tree 31" to 36" Diameter - DBH, Right-of-Way	EA.	\$169.39		
Pruning Tree 37" to 42" Diameter - DBH, Right-of-Way	EA.	\$178.67		
Pruning Tree 42" + Diameter - DBH, Right-of-Way	EA.	\$209.39		
Tree Removal Including Stump less than 6" Diameter - DBH, Right-of-Way	EA.	\$58.77		
Tree Removal Including Stump 7" to 12" Diameter - DBH, Right-of-Way	EA.	\$158.99		
Tree Removal Including Stump 13" to 18" Diameter - DBH, Right-of-Way	EA.	\$368.95		
Tree Removal Including Stump 19" to 24" Diameter - DBH, Right-of-Way	EA.	\$496.98		
Tree Removal Including Stump 25" to 30" Diameter - DBH, Right-of-Way	EA.	\$989.98		
Tree Removal Including Stump 31" to 36" Diameter - DBH, Right-of-Way	EA.	\$1,487.98		
Tree Removal Including Stump 37" to 42" Diameter - DBH, Right-of-Way	EA.	\$2,700.00		
Tree Removal Including Stump 42" + Diameter - DBH, Right-of-Way	EA.	\$2,898.00		
Stump Removal less than 6" Diameter - DBH, Right-of-Way	EA.	\$45.85		
Stump Removal 7" to 12" Diameter - DBH, Right-of-Way	EA.	\$69.99		
Stump Removal 13" to 18" Diameter - DBH, Right-of-Way	EA.	\$78.77		
Stump Removal 19" to 24" diameter - DBH, Right-of-Way	EA.	\$98.98		
Stump Removal 25" to 30" Diameter - DBH, Right-of-Way	EA.	\$128.98		
Stump Removal 31" to 36" Diameter - DBH, Right-of-Way	EA.	\$168.67		
Stump Removal 37" to 42" Diameter - DBH, Right-of-Way	EA.	\$235.99		
Stump Removal 42" + Diameter (Standard) - DBH, Right-of-Way	EA.	\$248.98		
Pruning Tree less than 6" Diameter - DBH, Non- Right-of-Way	EA.	\$35.96		
Pruning Tree 7" to 12" Diameter - DBH, Non- Right-of-Way	EA.	\$48.50		
Pruning Tree 13" to 18" Diameter, DBH, Non- Right-of-Way	EA.	\$60.01		
Pruning Tree 19" to 24" Diameter, DBH, Non- Right-of-Way	EA.	\$93.98		
Pruning Tree 25" to 30" Diameter - DBH, Non- Right-of-Way	EA.	\$147.58		
Pruning Tree 31" to 36" Diameter - DBH, Non- Right-of-Way	EA.	\$169.99		
Pruning Tree 37" to 42" Diameter - DBH, Non- Right-of-Way	EA.	\$178.98		
Pruning Tree 42" + Diameter - DBH, Non- Right-of-Way	EA.	\$211.11		
Tree Removal Including Stump less than 6" Diameter - DBH, Non- Right-of-Way	EA.	\$68.88		
Tree Removal Including Stump 7" to 12" Diameter - DBH, Non- Right-of-Way	EA.	\$158.99		
Tree Removal Including Stump 13" to 18" Diameter - DBH, Non- Right-of-Way	EA.	\$378.95		

Tree Removal Including Stump 19" to 24" Diameter - DBH, Non- Right-of-Way	EA.	\$501.99		
Tree Removal Including Stump 25" to 30" Diameter - DBH, Non- Right-of-Way	EA.	\$1,003.99		
Tree Removal Including Stump 31" to 36" Diameter - DBH, Non- Right-of-Way	EA.	\$1,598.99		
Tree Removal Including Stump 37" to 42" Diameter - DBH, Non- Right-of-Way	EA.	\$2,700.00		
Tree Removal Including Stump 42" + Diameter - DBH, Non- Right-of-Way	EA.	\$2,999.99		
Stump Removal less than 6" Diameter - DBH, Non- Right-of-Way	EA.	\$71.01		
Stump Removal 7" to 12" Diameter - DBH, Non- Right-of-Way	EA.	\$80.02		
Stump Removal 13" to 18" Diameter - DBH, Non- Right-of-Way	EA.	\$121.21		
Stump Removal 19" to 24" diameter - DBH, Non- Right-of-Way	EA.	\$144.34		
Stump Removal 25" to 30" Diameter - DBH, Non- Right-of-Way	EA.	\$154.44		
Stump Removal 31" to 36" Diameter - DBH, Non- Right-of-Way	EA.	\$245.98		
Stump Removal 37" to 42" Diameter - DBH, Non- Right-of-Way	EA.	\$268.98		
Stump Removal 42" + Diameter (Standard) - DBH, Non- Right-of-Way	EA.	\$268.99		
Mobilization Charge - Flat charge for work outside of the City Limits	EA.	\$0.00		\$0.00
PROJECT TOTAL				

Emergency Call-Out Service Surcharge (percentage)

35.00%

TOTAL ESTIMATED COST -- NOT TO EXCEED:

FIRM: New Heights Tree Service

BY:

ADDRESS:

APPROVED BY: _____

Department Agency/Rep

PHONE NO: _____

DATE: _____

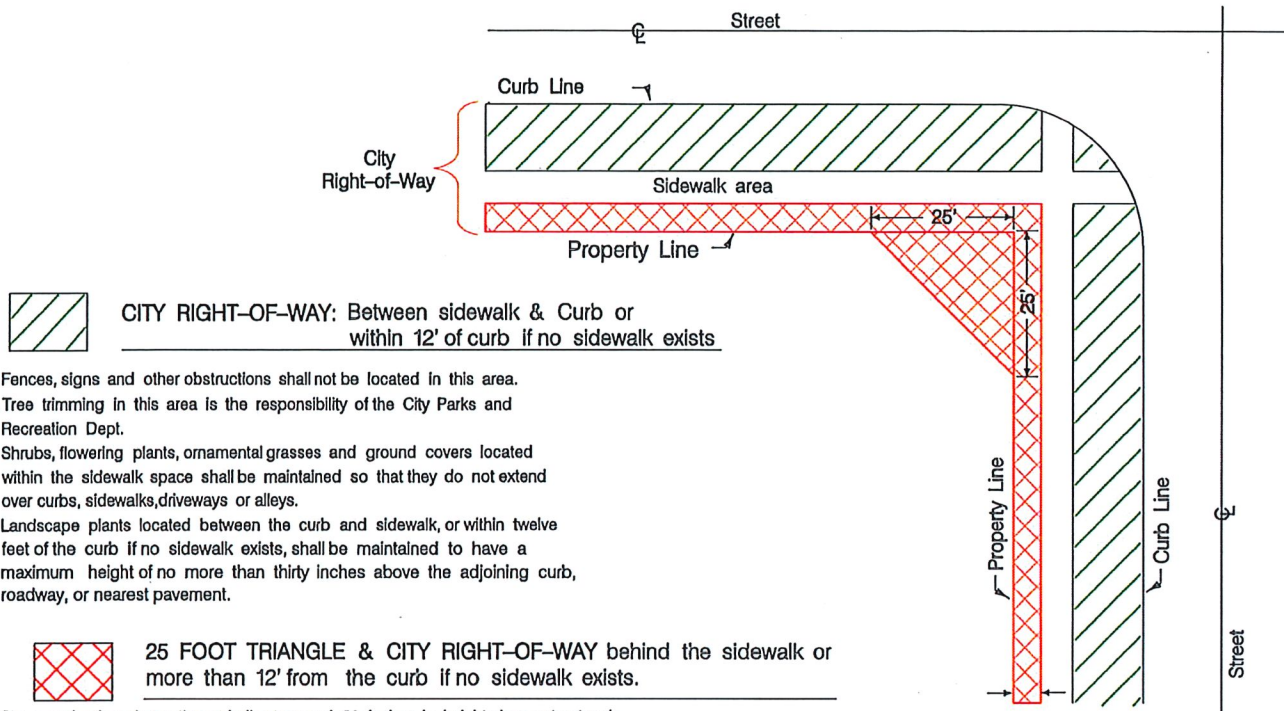
Change Order #: _____

Accepted: _____

Not Accepted : _____

CITY OF LINCOLN
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION

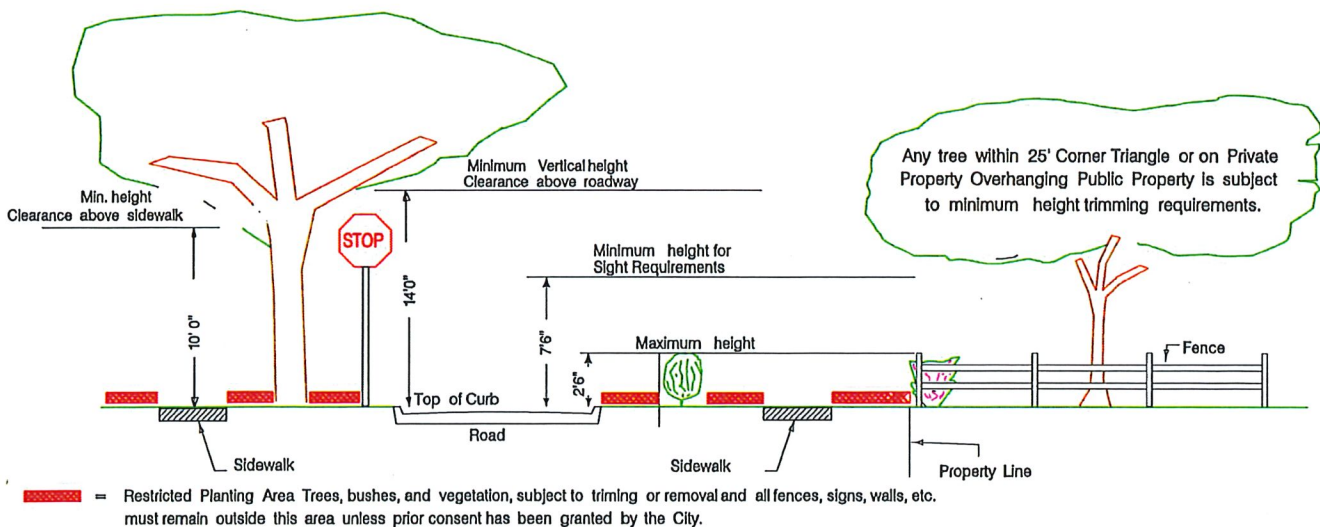
Requirements of Chapters
12.20 and 14.44 of the Lincoln Municipal Code



1. Fences, signs and other obstructions shall not be located in this area.
2. Tree trimming in this area is the responsibility of the City Parks and Recreation Dept.
3. Shrubs, flowering plants, ornamental grasses and ground covers located within the sidewalk space shall be maintained so that they do not extend over curbs, sidewalks, driveways or alleys.
4. Landscape plants located between the curb and sidewalk, or within twelve feet of the curb if no sidewalk exists, shall be maintained to have a maximum height of no more than thirty inches above the adjoining curb, roadway, or nearest pavement.

1. Signs and other obstructions shall not exceed 30 inches in height above street curb above street curb, or adjoining traveled roadway.
2. Fences located within the 25' corner triangle shall not exceed 30 inches in height above curb or adjoining roadway. Except for 2-Rail or approved chain link fences free of vegetation, shrubbery, vines and other screening materials. Fences, signs, retaining walls, etc. shall not be located in City right-of-way without prior consent from the City.
3. Shrubs, and hedges if found to constitute a hazard to pedestrian or vehicle traffic shall be trimmed to a height not exceeding 30" inches above street curb, adjoining roadway, or nearest pavement
4. Tree branches shall be trimmed up to 7.5 feet above the nearest roadway pavement, or top of street curb.
5. Landscape plants located behind the sidewalk, or beyond twelve feet from the curb if no sidewalk exists and within the Public right of way, shall be maintained to have a maximum height of no more than thirty inches above the nearest pavement if located within the area needed for vision of the sidewalk at a driveway or an alley in accordance with Figure SD-3 of the sight distance standards.

Distance
Varies
(Typically 4')





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF LINCOLN/LANCASTER CNTY PUBLIC BLDG COMMISSION 555 S 10TH ST LINCOLN NE 68508	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
LANCASTER COUNTY 555 S 10TH ST LINCOLN NE 68508	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF LINCOLN 555 S 10TH ST LINCOLN NE 68508	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

THE CITY OF LINCOLN/LANCASTER
CNTY PUBLIC BLDG COMMISSION
555 S 10TH ST
LINCOLN NE 68508

LANCASTER COUNTY

555 S 10TH ST
LINCOLN NE 68508

CITY OF LINCOLN

555 S 10TH ST
LINCOLN NE 68508

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/25/2018 Policy No. WC 0005860 Endorsement No. 001
Insured NEW HEIGHTS TREE SERVICE LLC Premium \$ 12,998.00

Western Agricultural Ins Co
Insurance Company

Countersigned by _____

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- ~~2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

 - ~~a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or~~
 - ~~b. 30 days before the effective date of cancellation if we cancel for any other reason.~~~~
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chris Conrad State Farm Agency PO BOX 262 Crete, NE 68333	CONTACT NAME: Chris Conrad PHONE (A/C, No, Ext): 4028265000 E-MAIL ADDRESS: chris.conrad.capm@statefarm.com	FAX (A/C, No): 4028263315
	INSURER(S) AFFORDING COVERAGE	
INSURED New Heights Tree Service LLC 13801 W Panama Rd. Crete, NE 68333	INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENOL 0377712d2127 1112802f0727	05/02/2018 04/21/2018 05/07/2018	11/02/2018 10/21/2018 12/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln, Lancaster County, Lincoln-Lancaster County
 Public Building Commission
 555 S 10th Street
 Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



State Farm Mutual Automobile Insurance Company

2702 Ireland Grove Road
Bloomington, IL 61709-0001

52613-2-B MATCH 00052 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00052 27-7112-2 B A

NEW HEIGHTS TREE SERVICE LLC
13801 W PANAMA RD
CRETE NE 68333-3345

POLICY NUMBER 037 7712-D21-27F
POLICY PERIOD APR 16 2018 to OCT 21 2018
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
0380972106

AGENT
CHRIS J CONRAD INS AGENCY INC
1260 QUINCE AVE
CRETE, NE 68333-2163

PHONE: (402)826-5000

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
1996	INTERNATL	4700	BOX	1HTSCABMXTH279861	Commercial

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$152.48
C	Medical Payments Coverage Limit, Each Person \$10,000	\$8.95
D	Comprehensive Coverage - \$250 Deductible	\$103.50
G	Collision Coverage - \$250 Deductible	\$75.85
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$50,000 \$100,000	\$3.64
W	Underinsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$50,000 \$100,000	\$7.65
Total premium for APR 16 2018 to OCT 21 2018		\$352.07 This is not a Bill

IMPORTANT MESSAGES

Replaced policy number 0377712-27E.

Your total renewal premium for APR 21 2018 to OCT 21 2018 is \$342.21.

* The total premium listed above reflects a recent change to your policy and the 6 month renewal premium.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9827A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.

6028BJ ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-CITY OF LINCOLN, LANCASTER COUNTY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMM, 555 S 10TH ST, LINCOLN NE 68508-2803

6018CU COMMERCIAL VEHICLE

6030FW BUSINESS NAMED INSURED.

6128BS AMENDATORY ENDORSEMENT.

6927A 2 AMENDATORY ENDORSEMENT.

EXCEPTION TO GENERAL TERM #11 - WAIVER OF SUBROGATION WITH RESPECT TO COVERAGE "A" ONLY IN FAVOR OF NEBRASKA DEPARTMENT OF TRANSPORTATION CONSTRUCTION DIVISION-INSURANCE SECTION.

Agent: CHRIS J CONRAD INS AGENCY INC

Telephone: (402)826-5000

Prepared MAY 04 2018 7112-B38



State Farm Mutual Automobile Insurance Company

2702 Ireland Grove Road
Bloomington, IL 61709-0001

78156-2-B MATCH 00039 MUTL VOL

DECLARATIONS PAGE

____ NAMED INSURED 00039
____ 27-7112-2 B A
____ 000005 0658
____ NEW HEIGHTS TREE SERVICE LLC
____ 13801 W PANAMA RD
____ CRETE NE 68333-3345

POLICY NUMBER 113 2354-E02-27
POLICY PERIOD MAY 02 2017 to NOV 02 2017
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
1092979306

AGENT
CHRIS J CONRAD INS AGENCY INC
1260 QUINCE AVE
CRETE, NE 68333-2163

PHONE: (402)826-5000

**DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.**

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	GLASS
	NONOWNED		AUTO		6700EQ0000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Limit-Each Accident \$1,000,000	\$23.01
Total premium for MAY 02 2017 to NOV 02 2017		\$23.01 This is not a bill.

IMPORTANT MESSAGES

New Policy Form

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET -
FORM 9827A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU
WITH ANY SUBSEQUENT RENEWAL NOTICE.

6028BJ ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-CITY OF LINCOLN,
LANCASTER COUNTY, LINCOLN-LANCASTER CNTY PUBLIC BUILDING COMMISSION, 555 S
10TH ST, LINCOLN, NE 68508-2803

6030FW BUSINESS NAMED INSURED.
6128BS AMENDATORY ENDORSEMENT.
6164BQ HIRED CAR LIABILITY COVERAGE.
6164DC HIRED CAR LIABILITY COVERAGE.
6165CF EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE.
6289CS SINGLE LIMIT LIABILITY COVERAGE.
6927A.2 AMENDATORY ENDORSEMENT.

}

Agent: CHRIS J CONRAD INS AGENCY INC

Telephone: (402)826-5000

Prepared JUN 02 2017 7112-B38



State Farm Mutual Automobile Insurance Company

2702 Ireland Grove Road
Bloomington, IL 61709-0001

R 38853-2-B MATCH 00059 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00059 27-7112-2 B A

000003 0068
NEW HEIGHTS TREE SERVICE LLC
13801 W PANAMA RD
CRETE NE 68333-3345

POLICY NUMBER 111 2802-F07-27B
POLICY PERIOD MAY 03 2017 to DEC 07 2017
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
1109629806

AGENT
CHRIS J CONRAD INS AGENCY INC
1260 QUINCE AVE
CRETE, NE 68333-2163

PHONE: (402)826-5000

**DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.**

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2003	CHEVROLET	C4C042	STK TRK	1GBC4E11X3F501733	Commercial

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$168.77
C	Medical Payments Coverage Limit: Each Person \$5,000	\$7.04
D	Comprehensive Coverage - \$250 Deductible	\$98.14
G	Collision Coverage - \$250 Deductible	\$88.56
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$4.65
W	Underinsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$17.79
Total premium for MAY 03 2017 to DEC 07 2017.		\$385.15 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number 1112802-27A.

New Policy Form

Your total renewal premium for JUN 07 2017 to DEC 07 2017 is \$323.92.

* The total premium listed above reflects a recent change to your policy and the 6 month renewal premium.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9827A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.
6028BJ ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-CITY OF LINCOLN, LANCASTER CITY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION, 555 S 10TH ST, LINCOLN NE 68508-2803.
6018CU COMMERCIAL VEHICLE
6030FW BUSINESS NAMED INSURED.
6128BS AMENDATORY ENDORSEMENT.
6927A.2 AMENDATORY ENDORSEMENT.

Agent: CHRIS J CONRAD INS AGENCY INC

Telephone: (402)826-5000

Prepared JUL 13 2017 7112-B38