



*Working Together for a  
Better Tomorrow. Today.*

**SPECIFICATION PACKAGE**  
**FOR**  
**TREE TRIMMING CONTRACT 2013-TT-1**

**Bid Opening Date/Time**  
**December 4 @ 2:00 p.m.**  
**City of Grand Island, City Hall**  
**100 East 1<sup>st</sup> Street, P.O. Box 1968**  
**Grand Island, NE 68802-1968**

**Contact**  
**City of Grand Island – Utilities Department**  
**Engineering & Construction Division**  
**(308) 385-5460**

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

**CITY OF GRAND ISLAND, NEBRASKA**  
**CHECKLIST FOR BID SUBMISSION**  
**FOR**  
**TREE TRIMMING CONTRACT 2013-TT-1**

***Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, December 4, 2012.***

The following items must be completed and submitted for your bid to be considered.

Check Box:

- This completed checklist for bid submission form.
- A certified check, cashier's check, or bid bond in a separate envelope attached to the **outside of the envelope containing the bid**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.
- Firm lump sum pricing for individual sections (see bid form) submitted on the forms furnished by the City, and bound with the complete Contract documents as issued; and two (2) additional complete copies of the Form of Contractor's Bid.
- Certificate of Insurance
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

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Bidder Company Name

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Print – Name of Person Completing Bid

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA  
UTILITIES DEPARTMENT**

**TREE TRIMMING CONTRACT 2013-TT-1**

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**ADVERTISEMENT TO BIDDERS**

**ADVERTISEMENT  
FOR  
TREE TRIMMING CONTRACT 2013-TT-1  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be **received at the office of the City Clerk**, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802 **until 2:00 p.m. (local time) on Tuesday, December 4, 2012**, for furnishing labor, tools, equipment, materials, and doing all work for Tree Trimming Contract 2013-TT-1 within public right-of-ways and easements, FOB the City of Grand Island. Bids will be publicly opened at this time in Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

**All bids shall be submitted on the bid forms, which shall remain bound with the complete contract documents, as originally issued and furnished by the City.** In addition, **two (2) additional copies of the completed and filled in Form of Contractor's Bid** shall be submitted.

Bidding documents, plans, and specifications for use in preparing bids may be obtained from the Utilities Engineering Office located at Phelps Control Center, 700 East Bischeld Street, Grand Island, NE; Telephone (308) 385-5460. Each bidder will be assigned a "numbered" set of documents. Bids must be submitted on the "numbered" document set. Failure to submit bids on the "numbered" set may result in disqualification of the bid.

Each bidder shall submit with their bid a certified check, a cashier's check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within twenty (20) days, at the bid price, if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the City's insurance requirements, and supply performance and payment bonds. Successful bidder shall maintain a drug free workplace policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended. The City may select any or all sections to be awarded in this Contract. The City may award to a single Contractor for all sections or award to multiple Contractors by individual section.

The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw their bid for a period of sixty (60) days after date of opening bids.

RaNae Edwards, City Clerk

# **INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### TREE TRIMMING CONTRACT 2013-TT-1 FOR CITY OF GRAND ISLAND, NEBRASKA

**BIDDING DOCUMENTS:** Bidding documents, plans and specifications for use in preparing bids may be obtained from the Utilities Engineering Office located at Phelps Control Center, 700 East Bischeld Street, Grand Island, NE; Telephone: (308) 385-5460.

Bids will not be accepted from bidders that are not listed on the City's Bidding Document Holders List as having complete sets of Bidding Documents.

**BIDDER QUALIFICATION:** Bids will be received only from qualified bidders. Bidders shall furnish upon request a list of jobs of similar size, magnitude and requirements which they have satisfactorily performed. The list shall state the name of the purchaser, locations, date of purchase, size, type and operating conditions. Such data will be used to assist in determining the qualifications of the bidder, and shall be submitted within seven (7) calendar days from receipt of such a request by the City. Bidder must comply with all applicable Federal, State and local rules and regulations.

**PRE-BID SITE INSPECTION:** Each bidder shall have an authorized representative visit the site of the work and thoroughly inform themselves of all conditions and factors which would affect the work and the cost thereof, including the arrangement and conditions of existing or proposed structures affecting or affected by the proposed work; the procedure necessary for maintenance of uninterrupted operation; the availability and cost of labor and facilities for transportation, handling, and storage of materials and equipment. It must be understood and agreed that all such factors have been investigated and considered in the preparation of every bid submitted. No claims for financial adjustment (to any Contract awarded for the work under these Specifications and documents) will be permitted by the City, which are based on lack of such prior information, or its effect on the cost of the work.

The City's authorized employee shall provide direction as to the trees and stumps to be removed at each location. Arrangements for a work site inspection can be made by contacting: the City of Grand Island Line Division, Bryan Fiala at (308) 385-5472, or cell (308) 390-5210. Failure to make the site inspection may be cause for rejection of bid.

**SUBMISSION OF BIDS:** All bids shall be submitted on the bid forms hereto attached, which shall remain bound with the complete Contract documents as originally issued, and be addressed to the City Clerk, and plainly marked, "BID FOR TREE TRIMMING CONTRACT 2013-TT-1." **The bidder shall provide two (2) additional copies of the Bidder's Checklist and Form of the Contractor's Bid.**

**BIDDER SECURITY:** Bidder security, when required, shall be enclosed in a special envelope marked, "BIDDER SECURITY / BID FOR TREE TRIMMING CONTRACT 2013-TT-1." The envelope shall contain only a cashier's check, certified check, or bidder's bond.

This special envelope shall be attached to a sealed envelope containing the bid and any other requested bid materials. This second envelope shall be marked "BID FOR TREE TRIMMING

CONTRACT 2013-TT-1." Bids of an incomplete nature or subject to multiple interpretations may, at the option of the purchaser, be rejected as being irregular.

CHECKS OR BID BONDS: Checks or bid bonds of the unsuccessful bidders will be returned when their bids have been rejected and not to exceed sixty (60) days from the date bids are opened. All bids shall remain in force for this 60-day period. The check or bid bond of the successful bidder will be returned when the Contracts are signed by both parties and necessary bonds supplied. Should the Purchaser make an award to a Contractor who refuses to enter into Contract and furnish the required bonds within twenty (20) days after notification of acceptance, then the bid security which has been deposited with the Purchaser will be forfeited to the Purchaser as liquidated damages.

PERFORMANCE AND PAYMENT BONDS: A Performance Bond, when required, in an amount equal to one-hundred percent (100%) of the Contract Price, conditioned upon faithful performance of the Contract and payment of all people supplying labor and/or furnishing materials will be required coincident with the execution of the Contract. According to Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.

A Payment Bond, when required, in an amount equal to one-hundred percent (100%) of the Contract Price for protection of all people supplying labor and materials to the Contractor or its subcontractors for the performance of the work provided for in the Contract will be required coincident with the execution of the Contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.

BASE BID: The bidder is expected to base their bid on items complying fully with these specifications; and in the event they name items in their bid which do not conform, the bidder will be responsible for furnishing materials and items which fully conform, at no change in the bid price.

ALTERNATE BIDS: It is the desire of the Owner that the bidder base their bid price for this project on the written specifications and plans. If an alternate bid or bids are submitted by a bidder, it is desired that they first submit a bid price as above described and then describe an alternate bid. Failure to do so may be reason for not extending any consideration to alternate bids.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids.

Bidders may modify or withdraw bids by fax communication at any time prior to the time set for receiving bids provided this instruction is positively identified. Any fax modification should not reveal the amended bid price but should provide only the addition, subtraction or other modifications. A duly-executed document confirming the fax modification shall be submitted within three (3) days after bids are opened.

ADDENDA: Any addendum to the specifications issued during the time allowed for preparation of bids shall be covered in the bid and, upon closing, shall become a part of the specifications. One copy of each addendum issued before the date of the letting will be sent to all bidders. One signed copy is to be returned immediately to the Purchasing Division of the Legal



Department (or other Department if so designated in the addendum) as acknowledgment of receipt.

BID EVALUATION: Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform the Contract as required.

BID AWARD: The City may select any or all sections to be awarded in this Contract. The City may award to a single Contractor for all sections or award to multiple Contractors by individual section as determined by the City. The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion. The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

INSURANCE COVERAGE: The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

DRUG-FREE WORKPLACE POLICY: Bidders shall furnish upon request, a copy of their drug-free workplace policy.

FINANCIAL STATEMENT: The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual, by all partners if the bidder is a partnership and, by the President or Secretary, if the bidder is a corporation.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a

federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

CORRESPONDENCE: Correspondence regarding drawings, instruction manuals, and other engineering data shall be clearly marked "TREE TRIMMING CONTRACT 2013-TT-1" and sent through:

Purchasing Division of the Legal Department  
City of Grand Island  
P. O. Box 1968  
Grand Island, NE 68802-1968  
Telephone (308) 385-5444, Ext. 138

REQUEST FOR INTERPRETATION: If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, they may submit to the Purchasing Division of the Legal Department a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. The addenda, upon closing, shall become a part of the Contract. The Purchasing Division of the Legal Department will not be responsible for any other explanation or interpretation of the proposed documents.

LOCAL BIDDER PREFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:

1. To those bidders who manufacture their products within the limits of the City of Grand Island.
2. To those bidders who manufacture their products within the limits of the County of Hall.
3. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Grand Island.
4. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the County of Hall.
5. To those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.
6. To those bidders who maintain a bona fide business office in the County of Hall, whose products may be made outside the confines of the County of Hall.
7. To those bidders whose commodities are manufactured, mined, produced, or grown within the state of Nebraska, and to all firms, corporations, or individuals doing business as Nebraska firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less than the other bids received.
8. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing

business as firms registered in states other than Nebraska, when quality is equal or better, and delivered price is the same or less than the other bids received.

**TIME OF COMPLETION:** It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the Contract is executed. The proposed work will commence as soon as possible after Contract execution. The Contractor shall coordinate with the City of Grand Island Utilities Department relative to scheduling work. **Completion of all work, including restoration, shall be completed by May 31, 2013, and as stated in Article III of the Contract Agreement.**

**Failure to complete all required work as specified within the stated time frame will result in being disqualified to receive consideration for award of future tree removals and tree trimming projects for a period of one year.**

**REQUESTS FOR PAYMENT:** The City of Grand Island will make payments only after approval at regularly scheduled City Council meetings. These meetings typically occur the second and fourth Tuesday each month. Requests for payment must be received no less than ten (10) working days prior to the designated meeting to allow proper review and consideration. Payments will only be made after final completion of the project to the City's satisfaction unless otherwise stated elsewhere in the Bidding Documents.

**TITLE VI:** The City of Grand Island, in accordance with Title VI of Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

**SECTION 504/ADA NOTICE TO THE PUBLIC:** The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act on 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for addition information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

**FORM OF CONTRACTOR'S BID**

**CITY OF GRAND ISLAND, NEBRASKA**  
**TREE TRIMMING CONTRACT 2013-TT-1**

**CONTRACTOR'S BID**

TO THE MEMBERS OF THE COUNCIL  
 CITY OF GRAND ISLAND  
 GRAND ISLAND, NEBRASKA

THE UNDERSIGNED BIDDER, having examined the plans, specifications, general and special conditions, other proposed Contract documents, all addenda thereto and being acquainted with and fully understanding (a) the extent and character of the work covered by this bid, (b) the location, arrangement and specified requirements for the proposed work, (c) the location, character and condition of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures and other installations, both surface and underground, which may affect or be affected by the proposed work, (d) the nature and extent of the excavations to be made and the handling and rehandling requirements, including the possible constraints of dewatering due to ground water, (f) the difficulties and hazards to the work which might be caused by storm and flood water, delivery facilities, and (h) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant, to perform all necessary labor and supervision, and to construct, install, erect, equip and complete all work stipulated in, required by and in accordance with the Contract documents and the plans, specifications and other documents referred to therein (as altered, amended or modified by all addenda thereto) for and in consideration of the following prices.

C.1.1 BID PRICE: The work has been divided into ten (10) sections. The bidder shall fill in the following prices for each individual section for Tree Trimming Contract 2013-TT-1. These prices will be used as the established price for each section. Section prices shall include all materials, supplies, equipment, labor, and taxes necessary to complete the tree trimming in the specified area.

The bidder shall complete the specified work, as stated in these specifications and as shown on the plans and drawings, for all work in each individual section for the total lump sum firm price of:

ITEM	PRICE, IN FIGURES
Section 1      Total Price (in figures)	\$ _____
Section 2      Total Price (in figures)	\$ _____
Section 3      Total Price (in figures)	\$ _____
Section 4      Total Price (in figures)	\$ _____
Section 5      Total Price (in figures)	\$ _____
Section 6      Total Price (in figures)	\$ _____
Section 7      Total Price (in figures)	\$ _____

Section 8	Total Price (in figures)	\$ _____
Section 9	Total Price (in figures)	\$ _____
Section 10	Total Price (in figures)	\$ _____
<b>TOTAL PRICE ALL SECTIONS (in figures)</b>		<b>\$ _____</b>

The City may select any or all sections to be awarded in this Contract. The City may award to a single Contractor for all sections or award to multiple Contractors by individual section.

**EXCEPTIONS TO SPECIFICATIONS:** Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the bidder's items offered do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks and shall be marked in ink on the pages of these specifications. Exceptions shall be explained in detail in a letter accompanying the bid. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

Exceptions to specifications, pages: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Pre-Bid Site Inspection By \_\_\_\_\_

Date \_\_\_\_\_

**DISPOSAL AREA:** The Contractor shall dispose of all cuttings and trimmings in the following location, submitted to and approved by the City.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**INSURANCE:** Bidder acknowledges that bid includes compliance with the attached insurance requirements.

**EXPERIENCE DATA:** Each bidder shall supply the following data on their experience:

<u>Project Owner/Contact/Phone No.</u>	<u>Project Location</u>	<u>Completion Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Data: \_\_\_\_\_

**ADDENDA:** Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in bid preparation.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within (20) days after acceptance of this bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements. **No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the contract is executed.**

Enclosed herewith is the required bid guarantee in the amount of

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

which the undersigned bidder agrees is to be forfeited to and become the property of the City of Grand Island, Nebraska, as liquidated damages should this bid be accepted and a contract be awarded and the successful bidder fail to enter into a contract in the form prescribed and to furnish the required bond within 20 days, but otherwise the aforesaid bid guarantee will be returned upon signing the contract and delivering the approved bond.

It is understood and agreed that time is the essence of the contract.

In submitting this bid it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn until after sixty (60) days from bid opening.

In submitting this bid, the bidder states that bidder fully complies with, and will continue to comply with, applicable State fair labor standards as required by Section 73-102 RRS, 1943 and also complies with, and will continue to comply with, Section 48-657 RRS, 1943 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The undersigned bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or in the behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; (b) that bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding; (c) that bidder has not sought, by collusion or otherwise, to obtain for themselves an advantage over any other bidder or over the City of Grand Island; and (d) that bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

DATED \_\_\_\_\_

SIGNATURE OF BIDDER:

If an Individual: \_\_\_\_\_ doing business  
as \_\_\_\_\_

If a Partnership \_\_\_\_\_  
by \_\_\_\_\_, member of firm.

If a Corporation: \_\_\_\_\_  
by \_\_\_\_\_ (Seal)  
Title \_\_\_\_\_

Business Address of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

# **INSURANCE REQUIREMENTS**



**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

# **FORM OF CONTRACT AGREEMENT**

**CONTRACT AGREEMENT  
FOR  
TREE TRIMMING CONTRACT 2013-TT-1  
CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT made and entered into, by and between

---

hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for Tree Trimming Contract 2013-TT-1; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the tree removal work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
for all work covered by and included in the Contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the Contract is executed. The proposed work will commence as soon as possible after Contract execution, and that the Contractor shall complete the work on or before **May 31, 2013** for Tree Trimming Contract 2013-TT-1.

ARTICLE IV. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City Date \_\_\_\_\_

**DIVISION 1-A**

**SPECIAL  
PROVISIONS**

**TREE TRIMMING**

**SPECIAL PROVISIONS  
TREE TRIMMING CONTRACT 2013-TT-1  
CITY OF GRAND ISLAND, NEBRASKA**

**SECTION 100 -- PROJECT REQUIREMENTS**

100.01 Description of Work – Tree Trimming. The City of Grand Island Utilities Department desires to have trees trimmed and/or removed as required, to allow adequate clearance from the City's high-voltage and secondary voltage electric lines. The work to be performed under the provisions of these Contract documents consists of furnishing labor, tools, equipment, materials, and doing all work associated with Tree Trimming Contract 2013-TT-1.

100.02 Location of Work. The locations of the work to be performed under the provisions of this Contract, are all within public right-of-way, either street, alley, or easements; and located throughout the City. The work has been divided into ten (10) sections. The bidder shall provide a cost for each individual section. The City may select any or all sections to be awarded in this Contract. The City may award to a single Contractor for all sections or award to multiple Contractors by individual section.

Each section of the project is shown on a separate drawing attached to these specifications. The City's authorized employee shall provide detailed directions during the pre-bid work site inspection, as to the trees to be trimmed and/or removed, and the stumps to be cut and/or treated with an approved growth retardant for the individual sections within the project. Arrangements for the pre-bid work site inspection shall be made by contacting the City of Grand Island Line Division, Bryan Fiala at (308) 385-5472, or cell (308) 390-5210. Failure to make the site inspection in the company of the City's representative may be cause for rejection of bid.

100.03 Notification. It shall be the Contractor's responsibility to notify the property owners twenty-four (24) hours in advance of commencing any work by the Contractor's crews. Such notification will include notice of tree trimming for "clearing electric wires" and the removal of scrub or sucker type trees under power lines.

100.04 Trimming, Removal and Disposal. The Contractor shall trim trees a minimum of fifteen (15) feet from primary electric wires in all directions. All branch overhangs around electrical primary lines shall be trimmed back to the previous distance from primary lines, if previous distance is greater than fifteen (15) feet.

All secondary electric lines shall be trimmed a minimum of five (5) feet in all directions. This shall include, but not be limited to, all house service lines and/or streetlight wires. All overhang branches shall be removed from secondary lines.

All easements and alleyways shall be trimmed clear of trees for their entire width to provide access to pole lines by Utility Department trucks. Some trees may require complete topping.

All trees within two (2) feet of a power pole shall be removed. All scrub, sucker, seedling, and sapling type trees located under power lines shall be completely removed and grubbed. All vines, ivy, creepers, or such botanic leafage shall be removed from poles and their adjacent area.

The Contractor shall remove trees, branches, cut stumps, and apply an approved growth

retardant, as required by the City. The Contractor shall dispose of all cuttings and trimmings in a location submitted and approved by the City.

100.05 Restoration of Lawns. All areas disturbed by the Contractor's operations shall be filled with black dirt, fine graded and hand dressed, as required to restore the terrain to its original shape. The Contractor shall leave the area free of debris, and shall reseed and mulch as necessary to protect from erosion. All methods shall comply with State of Nebraska Department of Roads standard specifications for restoration.

100.06 Inspection of Work. The Contractor shall notify the City's authorized employee at the completion of each section of their work. The Contractor, in the company of the City's representative, shall inspect the site to insure that the tree trimming work has been completed and the area restored as specified.

In areas where it is determined by the City that additional tree trimming, tree removal, or restoration needs to be completed, the Contractor shall re-deploy such additional personnel and equipment as necessary to complete the job as specified. No separate or additional payment will be made to re-do any work in a section.

Subsequent to any additional tree trimming, tree removal, or restoration work being done on a section, the Contractor shall re-notify the City's authorized employee to conduct a re-inspection of their work. Such re-inspection by the City shall result in a charge to the Contractor at the rate of one hundred (\$100.00) dollars per hour. The charge shall be imposed for each additional re-inspection to certify the work is completed per the Contract requirements.

200.07 Completion. The Contractor will be required to complete the work on or before **May 31, 2012**, as stated in Article III of the Contract Agreement. **Failure to complete all required work as specified within the stated time frame will result in being disqualified to receive consideration for award of future tree removals and tree trimming projects for a period of one year.**

## **SECTION 200 -- GENERAL**

200.01 Specifications. No attempt has been made in these specifications to segregate work to be performed by any trade or subcontractor. Any segregation between the trades or crafts will be solely a matter for agreement between the Contractor and Contractor's employees or subcontractors. The specifications as a whole will govern the entire work. The applicable provisions whereof will govern work to be performed under each section.

200.02 Sufficient People and Equipment. It is the intent of these specifications that the Contractor has sufficient people and equipment on the jobs site capable of completing the job as specified. The Contractor must demonstrate this capability to the satisfaction of the Utilities Department. If at any time during the performance of the work, the Contractor's progress on any phase of the work shall fall behind that necessary to enable the Contractor to complete it in accordance with the date or calendar days set out in the bid, the Contractor, at no extra expense to the City, shall take such action as necessary to meet those completion dates including, but not limited to, working additional or longer shifts and employing more labor and equipment and/or to increase the efficiency of, improve the character of, augment the number of, or to substitute new tools, plant or equipment of the Contractor as the case might be so as to secure the quality of work required.

200.03 Power Lines. There are existing energized electric power lines in the work area for



this Contract. The Contractor shall use extreme caution such that personal safety is not jeopardized and electric continuity is maintained and such lines are protected from damage.

Any time the Contractor, sub-contractors, or their employees, are working near overhead or underground power lines, they will be required to comply with the Grand Island Electric Utility Department's **Recloser Policy**. The policy statement and inspection form are attached in Appendix "A."

200.04 Utility Installations. All utilities in the vicinity of the work are to be checked by the Contractor. The Contractor shall be solely responsible for locating all existing installations and shall use their own information and shall not rely upon any information indicated on the drawings concerning existing utility installations. Any delay, additional work, or extra cost to the Contractor caused by existing installations shall not constitute a claim for extra work, additional payment or damages.

200.05 Relations with Other Contractors. The Contractor shall cooperate with all other contractors and City crews who may be performing work in the vicinity of the work under this Contract; and shall perform contractual operations to minimize interference with the work of such contractors or employees. The Contractor shall promptly make good, and mitigate, any injury or damage that may be sustained by other contractors or employees of the City, caused by Contractor's actions or inactions.

Any difference or conflict, which may arise between the Contractor and other contractors, or between the Contractor and employees of the City, in regard to their work, shall be resolved as determined by the City. If the work of the Contractor is delayed because of any acts or omissions of any other contractor, the Contractor shall have no claim against the City.

200.06 Work Site. Public relations are a very important part of this Contract. The Contractor and contractor's employees shall recognize the necessity to be courteous to the public and especially to landowners on whose property or near whose property they are working and shall confine their operations to the immediate construction area. They shall use due care in placing construction tools, equipment, excavated materials, and construction materials and supplies, so as to cause the least possible damage to the property. The Contractor shall furnish and maintain all necessary safety equipment (such as barriers, signs, warning lights, and guards), to provide adequate protection of persons and property.

Good housekeeping is essential, and shall be practiced throughout the Contract period. The Contractor and contractor's employees shall maintain a clean and safe work site free from trash and debris. After the work has been completed all waste, equipment, and other materials used by the Contractor shall be removed.

200.07 Temporary Traffic Control. Part VI of the Manual of Uniform Traffic Control Devices (MUTCD) is the national standard for work zone traffic control. The current version that has been adopted by the City of Grand Island shall be followed.

Any crews, contractors, utility companies, or any other person, firm or corporation performing work within the right-of-way of any public street, public way, or alley in the City of Grand Island shall install and maintain Temporary Traffic Control (TTC) in accordance with the standards of the MUTCD.

The individual responsible for installing and maintaining the TTC shall provide telephone numbers of personnel who will be available on 24 hours per day, seven days per week basis to

the Public Works Director. These individuals shall be responsible for repair, correction, replacement, and maintenance of the traffic control devices. These individuals shall perform inspections of the TTC at the site until the work is completed and the right-of-way is cleared.

200.07.1 Temporary Traffic Control Oversight. The Public Works Director or their representative shall have the authority to direct corrective actions for any TTC not in compliance with the MUTCD and these provisions. These actions may include suspending operations and requiring removal of all equipment or materials from the right-of-way.

200.07.2 Barricades and Warning Signs. The Contractor shall be responsible for all barricades, warning signs, flares or flashing lights adjacent to all work areas and/or coordination of any required detours. Placement and use of reflectorized materials, etc. shall be according to the "Manual on Uniform Traffic Control Devices for Streets and Highways," and all revisions thereto published under the direction of the Federal Highway Administration.

In situations where sight distance is limited, or where other safety conditions dictate, the Contractor shall provide additional means of controlling traffic, including but not limited to furnishing flaggers. Flaggers shall be properly attired with vest, head gear and stop/slow paddles, and used according to MUTCD flagging and signage procedures. No separate payment shall be made for the use of flaggers and they shall be considered inclusive for traffic control.

**DIVISION 1**

**GENERAL  
SPECIFICATIONS**

**APPLICABLE TO ALL  
CONSTRUCTION CONTRACTS**

**EXHIBITS**

**SITE MAPS AND  
ATTACHMENTS**

# **APPENDIX “A”**

## **RECLOSER POLICY**

## **RECLOSER POLICY**

### **FOR ANY WORK ON OR NEAR CITY OF GRAND ISLAND OVERHEAD OR UNDERGROUND POWER LINES**

#### **PURPOSE**

This policy applies to anyone planning to work on or near power lines or conduits where there is a potential danger of electric shock, equipment damage, and/or injury. Examples include, but are not limited to, contractors, well drillers, crane operators, tree trimmers, and excavators. For purposes of this policy any party planning work will be referred to as “Contractor”.

#### **PROCEDURE**

##### **I. CONTACT CITY OF GRAND ISLAND ELECTRIC DEPARTMENT**

Anyone wanting to do work on or near power lines shall consult the City of Grand Island Utilities Department 48 hours prior to doing any set up of equipment or actual work. (The City will not charge for this consultation.)



Contact List: First contact - Bryan Fiala (308) 390-5210  
Second contact - Randy Leiser (308) 390-5213  
Or - Larry Christensen (308) 390-5212  
Third contact - Power Dispatcher (308) 385-5461

Emergency Contact 24/7: - Power Dispatcher (308) 385-5461

The City representative will evaluate the site and situation, and make a determination as to the proper course of action.

##### **II. POSSIBLE ACTIONS (TO BE DETERMINED BY THE CITY)**

- A. Maintain safe distance at all times. The City representative will recommend the required distance.
- B. Request the recloser be put in the “off” position. Note, the lines will remain energized, but will not automatically reclose if a fault is detected. (The City will not charge to turn the recloser off and on.)
- C. Cover the lines. This could be in addition to requesting the recloser off or a stand alone action. In this case a City line crew will come on site and physically cover

the power lines with insulating socks, but the lines will remain energized. (The City will charge for this service.)

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D. Switch section of line out of service. City personnel will de-energize the line section. This could require up to 2 weeks advanced notice. (The City will charge for this service.)

### III. RECLOSER POLICY

If “Recloser Off” is the action determined, then the following applies.

#### A. Prior to work.

1. During the consultation, the Contractor and the City representative will jointly fill out the “Recloser Off Request Form”. Copies will be distributed as instructed on the form and repeated here.
  - a. Copy A. City field representative.
  - b. Copy B. Contractor on site.
  - c. Copy C. Contractor main office.
  - d. Copy D. City Power Dispatcher at Phelps Control Center.
2. Prior to beginning work each day, the Contractor on site will call the Phelps Control Center at (308) 385-5461 and do the following:
  - a. Provide the Recloser Off Request Form number from upper right corner of form.
  - b. Request recloser for appropriate feeder be turned “off”.
  - c. Provide an estimated completion time for that day.
3. The Power Dispatcher will do the following:
  - a. Match the form number with their own.
  - b. Verify the on site phone number.
  - c. Verify the requested feeder matches the feeder identified on the form.
  - d. Turn the recloser off.
  - e. Relay to the Contractor that the recloser is turned off for that feeder.
  - f. Announce over the City radio system that said recloser is off for said Contractor.

#### B. During work.

The recloser remains in the off position, but the line energized.

***KEY POINT*** – *A fault anywhere on the feeder for any reason will cause an outage and the Power Dispatcher will receive an alarm. The Power Dispatcher will immediately contact the Contractor on site to verify whether or not the Contractor work caused the fault, and that all personnel and equipment are in the clear.*

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C. After work.

1. Whenever the Contractor stops or completes work for an extended time, the onsite Contractor will call the Phelps Control Center at (308) 385-5461 and do the following:
  - a. Provide the Recloser Off Request Form number.
  - b. State that work is complete and all personnel and equipment are in the clear.
  - c. Request recloser for the appropriate feeder be turned “on”.
2. The Power Dispatcher will do the following, while the Contractor remains on the line:
  - a. Match the form number with their own.
  - b. Verify the requested feeder matches the feeder identified on the form.
  - c. Turn the requested recloser on.
  - d. Relay to the Contractor that the recloser for that feeder is turned on.
  - e. Announce over the City radio system that said recloser is on.

**KEY POINT** – *If the Contractor does not call when work is expected to be complete, such as at the end of a day, the Power Dispatcher will call the Contractor and verify work is complete, so the recloser does not remain off unnecessarily.*

\*\*\*\*\*

**Version History**

Version	Date	Action	By
1	10/2/1995	New document	
1	3/23/2011	Updated personnel reference.	Tom Barnes
2	5/2/2012	Total policy update.	Jeff Mead

END

May 2, 2012

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FORM # Sample  
DATE \_\_\_\_\_

### RECLOSER OFF REQUEST

**PURPOSE:** To provide necessary information between the City of Grand Island Utilities Department and a Contractor wishing to do work on or near City owned power lines. A City representative and the Contractor will work together to complete this form. A separate form will be required for each work location and Contractor. This form is part of the more comprehensive "Recloser Policy". (Please print unless noted.)

City of GI Representative	City Cell Ph#	24/7 City Power Dispatcher <b>(308) 385-5461</b>
Alternative City Rep	Alt Rep Cell Ph#	City Electric Emergency <b>(308) 385-5461</b>

#### **SECTION A. CONTRACTOR AND PROJECT WORK INFORMATION (all projects)**

Company Name	Main Office Ph#	Job Site Contact	Job Site Cell Ph#
Billing Address		Alternative Site Contact	Alt Site Cell Ph#
Manager	Manager Cell Ph#		Max Equipment Height
Work Location			
Work Being Performed			
Start Date	Start Time	End Date	End Time

INFORMATION ONLY

#### **SECTION B. RECLOSER OFF INFORMATION (recloser off action only)**

System Location Info (between switches, etc.)	Feeder Number
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#### **SECTION C. LINE OUTAGE INFORMATION (line section out of service only)**

System Location Info (between substations, etc.)	Line Number
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#### **SECTION D. SIGNATURES**

\_\_\_\_\_  
Contractor (sign & date)

\_\_\_\_\_  
City Representative (sign & date)

WHITE  
City Field  
Representative

YELLOW  
Contractor  
On Site

PINK  
Contractor  
Main Office

GOLD  
City Phelps  
Control Center

