**ATTACHMENT A**

**NDOR TREE REMOVAL SERVICES SPECIFICATIONS**

1. PROJECT DESCRIPTION AND SCOPE OF WORK

The Nebraska Department of Roads seeks to enter into a contract with a qualified Contractor to provide tree removal services for District 7 for the removal of all trees identified in the District Tree Removal Report (Attachment B) and the disposal of all debris from the work performed. **All work must be performed and completed between the contract start date and March 31.** No work will be allowed between April 1st and September 1st. The successful Contractor will be required to meet on site with the District Operation and Maintenance Manager (DOMM) or designee prior to initiation of work.

* 1. BIDDER INSTRUCTIONS

**Bidder must respond to each of the following sections and the responses must be submitted with the bid proposal.** Requirements and specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A “Yes” response means the bidder guarantees they can meet this condition. A “No” response means the bidder cannot meet this condition and will not be considered. “No & Provide Alternative” responses should be used only with a narrative response in the Notes/Comments section explaining in detail any deviation from the bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. NDOR shall determine at its sole discretion whether or not the Contractor’s alternative is an acceptable alternative.

* 1. DEPARTMENT COMMUNICATION

Contractor shall not commence work on tree removal until notification by the DOMM or designee has been given to proceed and a signed contract is in place. **Contractor shall provide weekly progress reports by phone call to the DOMM**. If any delay of work is anticipated, Contractor shall immediately contact the DOMM with a plan of action to keep the project on track to complete work by March 31. In cases of Force Majeure Events, the Contractor shall work through the DOMM to create a plan to complete work by March 31. Contact information shall be provided to the successful Contractor at the commencement of the contract.

* 1. WORK PLAN

The Contractor shall provide all labor, transportation, chemicals, equipment, fuel, permits, insurance and materials to properly provide tree removal services as specified in this RFP. Work will involve cutting trees and chemically treating tree stumps on the highway right-of-ways. Tree size may range from under 12” in diameter to over 48” in diameter. All trees listed within a Supervisor area must be removed and disposed prior to relocating to another Supervisor area (see Attachment A-District Tree Removal Report & Supervisor Area Map). In the event that inclement weather prevents the contractor from completing a Supervisor area in its entirety; with prior approval from the District, the contractor may be permitted to relocate to another Supervisor area in order to continue working until such time conditions allow the contractor to return and complete the area previously started. **Contractors should note; failure to satisfactorily complete any Supervisor area may be considered a material breach of contract, resulting in cancellation, if not remedied in a timely manner.** It is recommended but not required that prospective bidders view the sites specified in Attachment A prior to bidding. All work performed by the Contractor shall be approved by the DOMM.

* 1. TREE REMOVAL

1. Tree sizes and site locations are specified on the District Tree Removal Report (Attachment A)
2. Trees designated for removal will be marked with a painted red “X.
3. Tree diameters are measured at 40” above the ground line.
4. All trees shall be cut to within four (4) inches of the surrounding ground. In the event that grinding is required to leave the stump within four (4) inches, then it shall be provided by the Contractor at no additional cost to NDOR.
5. In addition, the Contractor shall treat the entire surface of the stump immediately after cutting with an approved herbicide to prevent re-growth. The Contractor shall be responsible for providing and applying the herbicide at no additional cost to NDOR. The herbicide shall contain a dye to delineate application. All herbicides shall be applied according to the manufacturer’s directions. Approved herbicides are:

* **Pathfinder II**
* **Pathway**

1. All existing downed tree limbs within a 50 foot radius of a tree being removed shall also be removed by the Contractor at no additional cost to NDOR.
2. All debris (limbs, trees, brush & branches) from the removal operations shall become the property of the Contractor and shall be removed from the highway right-of-way, however; limbs may be chipped in place on the right-of-way as long as the chips are no deeper than two (2) inches. Piles of chips shall not be allowed. In no case shall chips or debris be left in wetlands, channels or streams.
3. The Contractor shall carry out tree removal operations in such a manner so as to not damage existing ground areas, trees, shrubs, personal/private property, power lines, signs, delineator posts, or other roadside features. In the event damage should occur to any of the above mentioned features, regardless if it is State or private property, the Contractor shall immediately notify the DOMM. The cost of such repair and/or replacement to State property shall be deducted from any payment due to the Contractor. The cost of such repair and/or replacement to private property shall be the responsibility of the Contractor and the property owner with no involvement of the Department of Roads.
4. All work on the right-of-way will be completed during daylight hours, Monday through Friday. The tree removal operation may be performed on Saturday and/or Sunday with a minimum of 24 hours advance notice to the District and with the approval from the DOMM.
5. Contractor will be expected to proceed with work in inclement weather conditions, as long as the weather does not pose a danger to either the workers or the traveling public.
6. Contractor shall be responsible for obtaining all required permits (see Section III, Item D: Permits, Regulations, Law) and be appropriately insured (see Section III, Item F. Insurance Requirements). Contractor is responsible for notifying local utility companies for any work located near utilities. Contractor shall be responsible for any damages incurred in and around the work site due to project operations.
   1. EQUIPMENT

Contractor’s equipment must be in good working condition, suitable and safe for the work to be performed. Tree cutting equipment must be capable of cutting trees within four (4) inches from the surrounding ground. Any equipment found to be unsuitable or a hazard to highway users shall be repaired or replaced before tree removal can begin. All labor and repairs necessary for repairing equipment will be at the Contractor’s expense. The Contractor shall furnish all fuel, oil, and grease for said equipment for operation.

During work hours, all equipment shall be kept at least 30 feet from the traveled way (generally the pavement edge) when not actively engaged in the work being performed. Equipment shall be parked in an inconspicuous location that will not cause sight distance problems with the traveling public. Daily, during non-work hours, equipment shall be removed from the site and stored at a separate location. No equipment should remain in the project area during non-working hours. The Contractor is responsible for any equipment left on the right-of-way unattended at any time.

* 1. TRAFFIC CONTROL & SAFETY

Contractor shall be required to follow NDOR Traffic Control Requirements for Operations on Highways and Streets as specified under the 2007 Standard Specifications for Highway Construction, available @ <http://www.transportation.nebraska.gov/ref-man/> and as specified on the attached Traffic Control Plan. The Contractor shall be responsible for providing traffic control and all traffic control devices, such as signs, sign stands, cones, etc. at no additional cost to NDOR. All equipment shall have working amber or yellow beacons that are operational when working on the right-away.

All workers within the right-of-way shall wear high-visibility safety apparel that meets the Performance Class 2 or Class 3 requirements of the ANSI/ISEA 107-2010 publication entitled “American National Standards for High Visibility Safety Apparel and Headwear.” <https://www.safetyequipment.org/c/std107-2010.cfm>

* 1. CONTRACTOR LIABILITY

The Contractor shall assume full liability for hazards to traffic and the public that may be created by removal of trees and save harmless the Nebraska Department of Roads.

* 1. ESTIMATED QUANTITY

Quantities of trees specified in each Supervisor area are estimates and are not guaranteed and may increase or decrease. The Department reserves the right to revise the site locations, and/or quantities and to make any changes as may be deemed necessary to best serve the interests of the State. It shall be clearly understood by all parties that the estimated quantities shown are given for the purpose of securing a unit price bid.

* 1. PROPOSAL PRICING

Proposal pricing shall consist of the following:

1. Bid price shall be a flat total cost per tree diameter range. The unit price shall include all costs covered by the Contractor as specified in this RFP, including but not limited to removal and disposal of designated trees, equipment, chemicals, labor, transportation, traffic control, etc.

* 1. DELIVERABLES

The Contractor shall provide tree removal services as specified in this RFP and Attachment A-District Tree Removal Report.

* 1. PAYMENT SCHEDULE

The Contractor’s invoice shall be submitted to NDOR; District 7 Headquarters at 619 Auditorium Dr., McCook, NE 69001-3569 on a monthly basis for services provided and completed the previous month. No invoice will be approved unless the associated deliverables have been approved. The Contractor shall be paid for the actual work performed as authorized and approved by the NDOR.