

**CITY OF AUSTIN
SCOPE OF WORK FOR
TREE-TRIMMING AND TREE-REMOVAL SERVICES**

1.0 PURPOSE

This Invitation for Bid Best Value (IFB-BV) seeks bids from qualified service providers, hereinafter referred to as the “Contractor”, to establish a Contract(s) for tree-trimming and tree removal services for the City’s forest, medians, roads, right-of-way, line-of-sight maintenance and clearance, stormwater facilities and associated structures, drainage utility easement, and other City properties. The initial contract(s) term will be 36-months with three 12-month extension options, and will be utilized by the Street & Bridge Division of the Public Works Department, the City’s Urban Forester, and the Watershed Protection Department, hereinafter referred to as “City.”

Although this solicitation is primarily used by the City’s Street & Bridge Division of the Public Works Department and Watershed Protection Department, it will serve any and all Departments within the City. Trees located on street right-of-ways will be managed exclusively by the Street & Bridge Division of the Public Works Department operating under the authority of the City’s Urban Forester. Trees located in or adjacent to stormwater facilities and drainage utility easements will be managed exclusively by and under the authority of the Watershed Protection Department. The City’s Urban Forester shall administer and enforce all management of work on all other trees located within the City’s urban forest.

The Contractor(s) awarded the Utility line clearance contracts, resulting from Solicitations IFB 1100 SMH122 and IFB 1100 SMH123, will not be eligible for award of this Contract.

There are four (4) specific geographic zones (reference item 2.0 below). A Contract will be awarded by individual zone. No vendor will be eligible for award of more than one zone.

The method used for awarding each zone will be as follows; The best-evaluated, responsive, responsible bidder will be recommended for award of zone 1 and will no longer be eligible for award recommendation of the remaining zones. The second best-evaluated, responsive, responsible bidder will be recommended for award of zone 2 and will no longer be eligible for award recommendation of the remaining zones. The third best-evaluated, responsive, responsible bidder will be recommended for award of zone 3 and will no longer be eligible for award recommendation of the remaining zone. The fourth best-evaluated, responsive, responsible bidder will be recommended for award of zone 4.

There is no guarantee of work within each zone. If the Contractor is unable to respond to the assignment of work within their awarded zone, the City reserves the right to assign the work to one of the other awarded Contractors to perform the work. During times of emergencies as defined by the City, the City reserves the right to issue work to the awarded Contractor(s) of this Contract and/or to other vendors who do not currently have a contract with the City.

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2.0 GEOGRAPHIC ZONES

The numbering of the zones is random and in no way represents a preference or expectation of quantity of work for that zone.

For a pictorial map, reference Exhibit 'A' – as an attachment to this Solicitation.

2.1 Zone 1: North West

The northern boundary is defined as north of Martin Luther King Blvd until it ends at N.Lamar; at which point the boundary becomes west of N. Lamar and north of the Colorado River (also known as Lady Bird Lake or Town Lake).

The western boundary is defined as west of Guadalupe until it meets with N. Lamar; at which point the boundary becomes west of N. Lamar until it meets IH 35 at Howard Lane; at which point the boundary is west of IH-35.

2.2 Zone 2: North East

The northern boundary is defined as north of Martin Luther King Blvd /FM 969.

The eastern boundary is defined as east of Guadalupe until it intersects with N. Lamar; at which point the boundary becomes east of N. Lamar until it reaches IH 35 at Howard Lane; at which point the boundary is east of IH-35.

2.3 Zone 3: South West

The southern boundary is defined as south of Martin Luther King Blvd and east of N. Lamar.

The western boundary is defined as west of IH 35 until it meets Slaughter Lane; at which point the western boundary becomes west of South Congress until it becomes N. Congress and intersects with Martin Luther King Blvd. Note: Although the State Capitol is within this zone, the City is not responsible for servicing trees at the State Capitol and shall not pay the Contractor for any services rendered at the State Capitol.

2.4 Zone 4: South East

The southern boundary is defined as south of Martin Luther King Blvd /FM 969.

The eastern boundary is defined as east of IH 35 until it meets Slaughter Lane; at which point the eastern boundary becomes east of South Congress until it becomes N. Congress and intersects with Martin Luther King Blvd. Note: Although the State Capitol is within this zone, the City is not responsible for servicing trees at the State Capitol and shall not pay

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the Contractor for any services rendered at the State Capitol.

3.0 WORK OBJECTIVES

Work under this Contract has four broad objectives:

- 3.1 To provide for the safety of people and property.
- 3.2 To preserve trees and to maintain them in a healthy and vigorous condition.
- 3.3 To maintain the efficient operation of Stormwater Facilities
- 3.4 To maintain the aesthetics of both the trees and the environment.

4.0 APPLICABLE STANDARDS AND REGULATIONS

- 4.1 All work shall be done in a thorough and professional manner in accordance with the Contract documents, specifications, and acknowledged industry standards. Deviations from the Contract documents, specifications, or industry standards shall not be permitted without the prior written consent of the City.
- 4.2 These standards include, but are not limited to:
 - ANSI A300 or most current revision of "Trees, Shrubs and Other Woody Plant Management—Standard Practices (Pruning)"
 - ANSI Z133.1 or most current revision of, "Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush - Safety Requirements"
 - Most current revision of City of Austin Environmental Regulations, City of Austin Environmental Criteria Manual, and any other applicable federal, state, and local ordinances and laws, and especially comply with the City's "IPM Plan Level 2 maintenance guidelines:

<http://www.ci.austin.tx.us/growgreen/ipm.htm>
- 4.3 Performance of work shall be in accordance with industry standards: Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- 4.4 The City reserves the right to amend the Contract to add, remove, or change these standards to comply with ordinances, statutes, and to recognize new industry best-practices, or for any reason the City deems necessary.

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- 4.5 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.
- 4.6 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to Bidders, since manufacturers and trades involved are required to be familiar with these requirements. The City shall furnish upon request, information as to how copies of the specifications and standards referred to may be obtained.

5.0 CONTRACTOR'S QUALIFICATIONS

- 5.1 In order to be considered for Contract award, the Bidder must be able to demonstrate that they currently provide, or has provided Trimming & Removal Services that is similar in size and scope to this Contract. The Bidder must have five references documenting previously performed Tree Trimming & Removal Services. References shall be provided in Section 0700, Reference Sheet. References provided shall be current and not from an immediate family member of Bidder any employee of Bidder, or of the City. The City will be the sole judge as to whether the services performed for the references are similar to the scope of services contained herein, and whether the Bidder is capable of performing such services.
- 5.2 The Contractor shall be regularly engaged in providing the services stated in this Scope of Work for a minimum of three (3) consecutive years within the last five (5) years.
- 5.3 Prior to award of a Contract, the City of Austin reserves the right to inspect the Bidder's current place of business to evaluate equipment condition, capabilities, staff experience, training, and storage capabilities as they relate to the performance of this Contract.
- 5.4 The Contractor shall employ an Urban Forester who holds a degree, and/or an International Society of Arboriculture (ISA) certified arborist with who has at least five (5) years experience to oversee tree work. **The Contractor shall provide with their bid submittal copies of all certifications, degrees, or any other requested documentation that provide evidence of their Urban Forester and/or arborist's experience and certifications.** Failure to provide the requested documentation may result in disqualification of Bidder's bid. All certifications and degrees shall be current at the time of Contract award and shall remain current and up to date through out the life of the Contract.

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Reference the International Society of Arboriculture for an explanation of credentials:

<http://www.isa-arbor.com/certification/benefits/credentialsExplained.aspx>

5.5 Minimum Resource Requirements:

The City will require acceptable evidence of the prospective Contractor's ability to obtain required resources. This shall be a commitment or explicit arrangement in existence at the time of a site-visit by the City of the Bidder's facility, to rent, purchase, or otherwise acquire the needed equipment, personnel, or other resources to adequately perform the Scope of Work, including but not limited to:

Removal Dump Trucks meeting the following specifications:

- Minimum 12 cubic-yard capacity
- Minimum of 1 dump truck in operation (1 per crew)

Prentice Loaders or Equivalent meeting the following specifications (per Contractor's Fleet):

- Minimum 15-foot boom with extension

Aerial-Lift meeting the following specifications (per Contractor's Fleet):

- Minimum of 1 aerial-lift bucket truck
- Minimum of 40-foot boom

Chainsaws meeting the following specifications:

- Minimum 2 chainsaws with a minimum 36-inch bar (per work crew)
- Minimum 2 chainsaws with a minimum 20-inch bar (per work crew)

Crew meeting the following specifications:

- Minimum of 3 people per on-site crew
- Minimum of 1 English speaking/writing site manager or general foreman who is able to receive and communicate to the crew instructions and information relevant to the work order

Stump-Grinding Equipment meeting the following specifications (per Contractor's Fleet)

- Minimum of 1 stump grinding unit with a power rating 20 – 65 horsepower, a cutter wheel measuring a minimum 14 inches x $\frac{3}{4}$ inches, and with a minimum of 8 cutting teeth

Submit with Bid, Attachment B, Equipment Inventory List. Indicate on the Attachment a list of the equipment Bidder has which meets the Minimum Resource Requirement set forth in item 5.5.

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6.0 STANDARD OF PERFORMANCE

- 6.1 The Contractor shall furnish all labor, tools, safety equipment, supervision, transportation, insurance, and all other ancillary items/services necessary to complete the following project in strict accordance with the provisions of this Contract. The work shall be performed at the locations specified in the work order. The Contractor shall coordinate their performance of the services with the City.
- 6.2 The Contractor's performance shall be in accordance with the most current standards as stated in this solicitation, as well as any other current standard prevailing in the tree removal industry. The Contractor shall be required to perform and complete the tree removal work described in this Contract in a thorough, professional, and safe manner. Any item primary, secondary, or incidental to the performance of this Contract shall be included in this service. The Contractor shall employ individuals skilled in their respective trades. Any person the City may deem incompetent or disorderly must be promptly removed by the Contractor and not allowed to work on a City project.

7.0 ASSIGNMENT OF WORK

- 7.1 The Contractor shall be notified of a work order by email, fax, or telephone. The Contractor shall confirm receipt of the work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The work described on the work order shall be completed within twenty (20) calendar-days from the date the Contractor receives the work order.
- 7.2 Tasks to be completed on a work order include, but are not limited to, tree removal, stump grinding, sod replacement, back-fill of top soil, debris removal, safety controls, sodding, and pest control.
- 7.3 If there is inclement weather or extenuating circumstances during the work period, the City may extend the time period in which the work is to be completed. All extensions shall be in writing and signed by the City.
- 7.4 If during the course of services, the Contractor finds that the work order can not be completed within twenty (20) calendar-days, a revised estimate shall be prepared by the Contractor and emailed to the City representative for approval.
- 7.5 All work performed under this Contract shall be for locations within the City Limits of Austin. The Contractor shall not perform any work under this Contract that is outside the City Limits. It is the Contractor's responsibility to confirm the address/location with the City and to ensure

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employees assigned to the work order perform the work at the correct address/location. In the event that the Contractor believes an address/location given by the City is located outside the City Limits of Austin, the Contractor shall notify the City immediately. The City will re-confirm the address/location of the work order. If the address/location is within the City Limits of Austin, the City will re-issue the work order and the Contractor shall confirm receipt of the re-issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The Contractor then has five (5) working days to begin services as described in the work order.

8.0 PERFORMANCE OF WORK

- 8.1 The Contractor shall work Monday- Friday, and only between the hours of 6:30 AM – 5:00 PM, and follow the City of Austin’s holiday schedule unless they have prior approval from the City. The Contractor shall confirm the work order location(s) with the City between the hours of 6:00 AM and 9:00 AM of each workday and may be via email, fax, or telephone.
- 8.2 Work hereunder shall be performed on City property and drainage utility easements, which may include street and utility right-of-ways, alleys, esplanades, parkways, and other City properties.
- 8.3 The Contractor shall provide the City with their General Foreman’s, or other appropriate Single Point of Contact (SPOC), name and cell-phone number. The General Foreman or SPOC shall be on-call during the hours of operation as defined by this Scope of Work, Section 0500. The General Foreman or SPOC shall be able to speak, read and write English.
- 8.4 When requested by the City, the Contractor shall supply proof, if any, of pesticide/herbicide application certification(s) for any direct employees.
- 8.5 The Contractor shall not perform work of any kind if there is a reasonable possibility of limbs or debris damaging vehicles, private property, pedestrians, or if the worker’s safety is put at risk. The Contractor shall be held liable for all damage to vehicles, private property, and pedestrians caused by falling debris during the execution of a work order. The Contractor shall maintain Insurance Liability coverage as required in Section 0400, Supplemental Purchase Provisions.
- 8.6 Any vehicle which may interfere with the work shall be moved by the owner of the vehicle. If a vehicle impedes the start of work, the Contractor shall attempt to notify the owner of the vehicle no less than three (3) documented times, over a three (3) day period (once per day). If the owner can not be notified, the Contractor must notify the City of the failed notification attempts. The City will then proceed with notifying the

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owner of the vehicle. After notifying the owner, the City will re-issue the work order and the Contractor shall confirm receipt of the re-issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The Contractor then has five (5) working days to begin services as described in the work order.

- 8.7 All damages to vehicles and property of any kind, and injuries to pedestrians, shall be reported to the City within four (4) hours of occurrence.
- 8.8 The Contractor agrees that while entering upon the City right-of way and drainage utility easements to perform the work, it shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar with, and comply with, all applicable OSHA sections that pertain to the job function and be familiar with its requirements while performing services resulting from this Contract.
- 8.9 If a tree which is to be removed overhangs onto private property, the Contractor shall notify the owner of the property in writing at least three (3) days prior to the tree's removal. The written notifications shall include a statement that there should be no activity under and immediately around the tree until it is removed and cleanup has been completed, why the tree must be removed, the anticipated removal date(s) and time, and any other pertinent information as to the removal activity. The Contractor shall attempt to notify the property owner no less than three (3) documented times over a three (3) day period (once per day). If the property owner can not be notified, the Contractor must notify the City of the failed notification attempts. The City will then proceed with notifying the owner of the private property. After notifying the owner, the City will re-issue the work order and the Contractor shall confirm receipt of the re-issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The Contractor then has five (5) working days to begin services as described in the work order.
- 8.10 The Contractor shall obtain all necessary permits, furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work order. The City may determine that work orders resulting from an emergency, as defined by the City, may be performed without permits. Under no circumstances shall the Contractor assume permits are not required. The City shall notify the Contractor in writing, by work order, when an emergency has been declared by the City and permits are not required. The Contractor shall have a certified traffic-control person available at all times during any work which requires a permit/placement of traffic control devices within the right-of-way. The City's Standard Details for Traffic Control should be used in all areas that apply.

Reference the City's website for additional information on the City's Standard Details for Traffic Control:

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http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/details800series.htm

- 8.11 No compensation will be made to the Contractor for work and materials involved in maintaining barricades, signs, pavement markings, warning devices and lights, or for providing any other incidental items necessary for traffic control which employs the use of the City's approved Standard Details for Traffic Control. However, for non-standard traffic control where a signed and sealed Traffic Control Plan is deemed required by the City, the Contractor shall utilize a State of Texas licensed professional Engineer to prepare a signed and sealed Traffic Control Plan, approved by the Right-of-Way Management Office, prior to commencing work. Compensation of engineers related to non-standard traffic control related to non-standard traffic control will be based on actual costs plus 15% of overhead. Copies of invoices and payment supporting actual cost are required to be submitted by the Contractor. The City will not provide compensation without submission of invoices and payment supporting actual cost.
- 8.12 Prior to commencing work, or in the case of a changing work site condition, the Contractor shall immediately report to the City in writing or by telephone, of any adverse conditions that will affect the performance of the Contractor in execution of the work order.
- 8.13 The Contractor shall remove barriers, signs, and other Contractor material and equipment from the project site at the completion of the work order.
- 8.14 The Contractor shall furnish and ensure that all persons, including subcontractors, employees, and supervisors wear uniforms or clothing indicating the company name and/or logo and the staff member's name. The company logo and/or company name shall be worn by the employee in a clearly visible location.
- 8.15 All vehicles and equipment belonging to the Contractor, its employees, and its subcontractors, shall have identification with the company's name and phone number, along with the company's insignia, so that the operator's identity may be verified. The sign must be no smaller than 12 inches tall by 12 inches wide, placed on the driver and passenger side doors.
- 8.16 The Contractor shall ensure that workers have completed all applicable OSHA specification or other training needed to perform their job assignment. Training topics applicable to the scope of the current project may include, but not limited to, scaffold, fall protection, cranes, excavation, electrical safety, tools, concrete and masonry construction, steel erection, operation of motor vehicles, and mechanized equipment.
- 8.17 Inspections may be made periodically by the City during and following

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assignments to monitor performance.

9.0 TREE REMOVAL SPECIFICATIONS

- 9.1 All tree removals must comply with the specifications listed in the most current revision of Chapter 6-3 and 25-8 of the City of Austin Code. The Contractor shall have copies of valid documentation and/or permits at the job site when performing work on protected or heritage trees.
- 9.2 The basis of the fees to be paid hereunder will be the tree's diameter breast height which is the circumference of the tree (outside bark) measured in inches at four and one-half feet (4-1/2 feet) up from the ground ("diameter breast height") divided by 3.14. Directional bias will be minimized by measuring diameter breast height from the tree face lying to the North.
- 9.3 Should the Contractor disagree with the City's diameter breast height measurements, all work shall stop immediately and the Contractor shall contact the City for verification. The City's decision regarding the measurement shall be final.
- 9.4 Specific addresses/locations will be given to the Contractor of trees marked for removal. If the physical address/location is not available, the tree(s) to be removed will be plainly marked by the City with a pre-determined color of paint. The City and the Contractor shall agree upon the color of paint in advance of the work order being issued. The City shall notate the color of paint on the work order.
- 9.5 In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is under control at all times.
- 9.6 Under no circumstances shall the Contractor perform work near high-voltage transmission or distribution lines. If the Contractor is performing work within 15 feet of high-voltage transmission or distribution lines, all work shall cease and the Contractor must notify the City immediately. The Contractor shall not resume work without written authorization from the City. After all limbs have been removed which might contact high-voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings. If a tree is outside the 15-foot zone and must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.
- 9.7 If there is danger that the trees being felled could fall in the wrong

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direction or damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).

- 9.8 Due to the danger of trees falling in an unexpected direction, even though the cut is made on the proper side, the Contractor shall take precaution in roping trees, most especially those which are diseased, rotten or rotting, split, or in appearance to be visibly weak. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- 9.9 Under no circumstances shall pike poles be used in the performance of work under this Contract.
- 9.10 Ropes shall be used to lower all limbs of sufficient size to cause damage to other trees or surrounding public or private property.
- 9.11 Before any trees are felled, workmen, other than those operating the felling equipment or giving directions to the workmen involved, shall move and remain clear of the danger zone. Any and all workers who are within the danger zone shall adhere to the safety guidelines as required by the most current revision of ANSI standards, OSHA, and any other governing policy, ordinance, standard, or law. The danger zone is that sector of the felling-area in which the tree(s) could fall. The size of the danger zone shall be determined by the Contractor upon consideration of all pertinent factors relative to the tree removal operation. Ample warning shall always be given prior to the tree falling and all workmen must stand clear in case the tree springs from the stump while falling. Prior to felling any trees, the Contractor shall clear away all brush, debris, or equipment that is not required/needed for felling of the tree.
- 9.12 Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact the City for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of the City.
- 9.13 When removing a tree that is split, or a tree with twin trunks, chains or cables with adequate strength shall be placed tightly around the tree before commencing the back cut. At least one chain or cable shall be placed above, and as close as practical, to the back cut to prevent separation of the trunk.
- 9.14 Except as otherwise provided in this Contract, the stumps of all removed trees will be lowered to a point no more than two inches (2") above grade.

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If the stump will not be ground, Contractor shall treat it with a City-approved growth inhibitor to prevent re-sprouting.

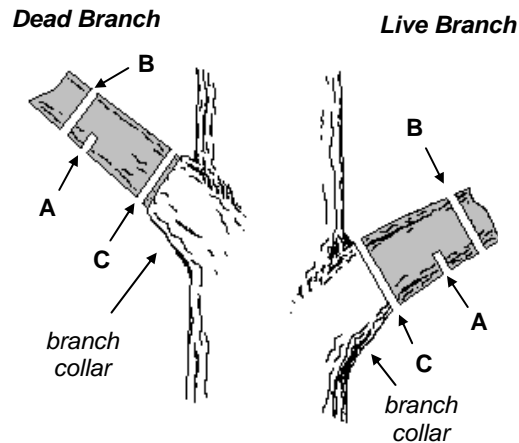
- 9.15 When swelling, bumps, depressions, or branches occur at diameter breast-height, diameter breast-height measurements shall be taken just above or below the irregularity at a point where it ceases to affect normal stem form. If a tree forks immediately above diameter breast-height, it is measured below the swell resulting from the double stem. Stems that fork below diameter breast-height shall be considered two separate trees. Diameter breast-height for all species with large buttresses or elevated root matting shall be measured just above the pronounced swelling at a point where it ceases to affect normal stem form.
- 9.16 Palm trees and tree trunks are included in a grouping separate from other tree removals. The term "tree trunks" for purposes of this grouping, shall include trees with little or no remaining crown.
- 9.17 The Contractor shall take special precautions with tree(s) that have item(s) in and around them prior to performing services. Any additional costs will not be allowed as a separate line-item on the invoice and will not be paid. All additional costs shall be part of the Contractor's bid as stated on the Bid Sheet, Section 0600.

10.0 TRIMMING SPECIFICATIONS

- 10.1 The trees to be trimmed will be plainly marked by the City with paint at the base of the tree, facing the street. If all the trees within two streets need trimming, or trees can be clearly identified using a physical address, paint will not indicate which trees may need to be trimmed.
- 10.2 Required Pruning Method; the Contractor shall use a three-step cutting method illustrated in Figure A. Remove a branch without leaving a stub or cutting too flush to the tree. Make the first cut part way through the branch at A. Then prune the branch off at B. Finally, remove the stub at C without harming the trunk of the tree.

Figure A:

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- 10.3 Trim all trees so the natural form and shape of the tree is maintained. Under no circumstance(s) shall the total pruning exceed 20% of the tree's crown.
- 10.4 Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- 10.5 Trim to reduce or eliminate crossing, and/or rubbing branches greater than two inches (2") in diameter.
- 10.6 All lower branches and hanging branches shall be pruned to provide a minimum of 14 feet clearance over the street (reference most recent revision of Austin City Code 6-3-23).
- 10.7 Trim all lower branches to obtain a minimum six-foot (6') clearance from a structure.
- 10.8 Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- 10.9 Cuts made on oaks will be treated with pruning paint to lessen the possible introduction of oak wilt. On species not susceptible, no pruning paint will be required. Reference the City's website for additional information on oak wilt:

http://austingo.austintexas.gov/sites/default/files/files/Planning/City_Arborist/Oak_Wilt_Policy.pdf
- 10.10 No person working in trees shall use shoes with spikes, spurs, or climbing irons, or any other footwear which will injure the tree.
- 10.11 Tie off all branches where damage could be caused by gouging of a sodded area and/or damage to public walks and other private property.

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- 10.12 Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made.
- 10.13 Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants
- 10.14 Prune dead fronds from palm trees.
- 10.15 The Contractor shall reference ANSI A300 standards, or the most current revision, for any pruning practices not mentioned.

11.0 STUMP - GRINDING SPECIFICATIONS

- 11.1 Stump-grinding shall be on an as-needed basis and only as directed by the City. The Contractor shall not grind any stump without prior written approval from the City.
- 11.2 The Contractor shall use stump-grinding machinery which has a cutter-head designed to grind stumps approximately six (6) inches below ground level.
- 11.3 The cutter-head shall have solid fixed-teeth, equipped with carbide insert cutters. Swinging teeth will not be acceptable. The machine must have a guard to protect flying debris, and cannot be used within five (5) feet of pedestrians, vehicles, road traffic, and/or property.
- 11.4 All loose material, including chips and/or soil, or any mixture created by the grinding process, shall be removed by the Contractor before leaving the work-site at the end of each work-day.
- 11.5 Upon completion of stump-grinding activities, the terrain is to be left in a condition which allows lawn mowers to pass over and safely cut over the area(s).
- 11.6 The Contractor shall be responsible for locating all underground utilities, which can include, but are not limited to, electrical, water, gas, cable, irrigation, etc. In the event a utility is interrupted, the City must be contacted verbally no later than two (2) hours of incident and followed up in writing no more than 24 hours.
- 11.7 The Contractor shall also grind and remove roots up to one (1) inch away from pavement within the right-of-way or drainage utility easements.
- 11.8 The Contractor shall be responsible for the repair of any damage(s), which occur during the stump-grinding operation, to structure(s) of the

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sidewalk, curb, underground utilities, and turf or surrounding vegetation at its own cost.

- 11.9 The Contractor shall be responsible for the prompt repair of any damage(s) caused to structure(s) sidewalk, curb, underground utilities, and turf or surrounding vegetation that occur during the stump-grinding operation, and at Contractor's cost.

12.0 TOPSOIL AND SODDING PROCEDURES AFTER STUMP GRINDING

- 12.1 The City may require that tree planting spaces remain available for replanting without sod or turf installation as determined by the City. Replanting of sod will be on an as-needed basis, and only as directed by the City. The Contractor shall not lay sod without prior written approval from the City.

- 12.2 Once the stump has been ground, topsoil shall be placed within the area of excavation. The topsoil shall be fertile, friable, natural and a sandy loam. Topsoil obtained from excavation or borrough operations shall have the following characteristics:

12.2.1 PH value of between 5.5 and 6.5

12.2.2 Liquid limit: 50 or less

12.2.3 Plasticity index: 20 or less

12.2.4 Gradation: maximum of 10 percent passing the No. 200 sieve

- 12.3 Topsoil shall be free of subsoil, clay lumps, rocks, weeds, non-soil materials, and other litter or contamination. Topsoil shall not contain roots, stumps, or stone. For approved topsoil criteria, reference Series 600 of City of Austin Standard, Environmental Enhancements – Salvaging and Placing Topsoil, 601S.3 Materials:

[http://austintech.amlegal.com/nxt/gateway.dll/Texas/stanspec/series600-environmentalenhancement?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin_all_mc](http://austintech.amlegal.com/nxt/gateway.dll/Texas/stanspec/series600-environmentalenhancement?f=templates$fn=default.htm$3.0$vid=amlegal:austin_all_mc)

- 12.4 Once topsoil has been placed, the Contractor shall restore existing lawn areas disturbed by stump grinding by the installation of new sod. Sod is defined as blocks, squares, and strips of turf grass, and adhering soil used for vegetative planting. Sod shall be placed edge to edge for complete coverage. Lawn is defined as ground cover with fine textured grass kept neatly mowed.

- 12.5 The Contractor shall sod only when weather and soil conditions are deemed suitable by the City for proper placement.

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12.6 Sod shall be of the following specifications:

12.6.1 Species: Bermuda (*Cynodon dactylon*) or Buffalo (*Buchloe dactyloides*) or St. Augustine (*Stenotaphrum secundatum*).

12.6.2 Contents: 95 percent live, growing permanent turfgrass suitable to climate in which it is to be placed; good texture, free from roots, stones and foreign materials.

12.6.3 Turfgrass shall have a moist, healthy, virile root system of dense, thickly matted roots throughout the adhering soil of the sod for a minimum thickness of 1 inch (25 millimeters). The thickness measure does not include grass.

12.6.4 The sod shall be cut in rectangular pieces with its shortest side not less than 12 inches (300 mm), uniformly 2 inches thick with clean-cut edges.

12.6.5 Sod shall be supplied in a healthy condition as evidenced by the grass being a normal green color.

12.6.6 Sod material shall be kept moist from the time it is dug until it is planted. The City shall reject dehydrated sod.

12.6.7 Sod will be replaced according to City of Austin Standards:

[http://austintech.amlegal.com/nxt/gateway.dll/Texas/stanspec/series600-environmentalenhancement?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin_all_mc\\$anc=JD_Item602S](http://austintech.amlegal.com/nxt/gateway.dll/Texas/stanspec/series600-environmentalenhancement?f=templates$fn=default.htm$3.0$vid=amlegal:austin_all_mc$anc=JD_Item602S)

13.0 PREPARATION, APPLICATION, AND CLEAN UP OF TOPSOIL AND SOD

13.1 The Contractor shall be responsible for all preparation, application, and cleanup of topsoil and sod while meeting the minimum requirements listed in this Scope of Work. During inclement or impending inclement weather, the Contractor shall not begin work until the City has approved the conditions.

13.2 The Contractor shall verify that soil placement and compaction have been satisfactorily completed.

13.3 The Contractor shall verify that topsoil shall be free of weeds and foreign material immediately before sodding.

13.4 The Contractor shall rake the areas to be sodded, so that they are smooth, free from unsightly variations, bumps, ridges, or depressions.

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- 13.5 Once the topsoil has been placed, Contractor shall install the sod on the prepared surface with the edges in close contact and alternate courses staggered. The exposed edges of sod shall be buried flush with the adjacent soil. Fill the seams within the sod by applying a thin layer of compost over the installed sod and raking the material across the turf to fill gaps.
- 13.6 Immediately upon planting, Contractor shall water the sod to hydrate the turf.
- 13.7 All sodded areas shall be rolled to ensure proper contact with the prepared soil, after the initial watering application, when sufficiently dry. Water the sod a second time to ensure vigorous healthy growth.
- 13.8 On slopes exceeding 3:1 or where the sod may be displaced, the sod shall be pegged with not less than 4 stakes or ground staples per square yard (square meter) with at least 1 stake or ground staple for each piece of sod.
- 13.9 The Contractor shall tamp and roll the sod to eliminate minor irregularities, and to form close contact with the soil bed immediately after planting and watering. Prior to tamping and rolling, the Contractor shall submit in writing to the City, the type of tamping and rolling equipment to be used prior to commencing the work. Tamping and rolling operations must not begin without the City's written or verbal approval of the equipment to be used.
- 13.10 During the course of planting, the Contractor shall remove excess and waste materials, keep areas clean, and take precautions to avoid damage to existing structures, plants, grass, and streets.
- 13.11 Contractor shall be responsible for removal and disposal of unused materials from curb(s), pavement, and gutter(s), and dispose of the materials in accordance with federal, state, and local regulations and laws.
- 13.12 The Contractor shall protect topsoil from wind and water erosion until planting is completed.

14.0 EMERGENCY OPERATIONS

- 14.1 Although normal work hours will be Monday – Friday, 6:30 AM – 5:00 PM, the Contractor shall have available sufficient skilled personnel and equipment to perform all work activities covered under this contract, 24/7, and in all types of weather.
- 14.2 In the event of an emergency, the Contractor shall respond within 1 hour

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of being notified by the City. The City will indicate that the work to be performed is an emergency and the Contractor shall not begin the work until notified by the City. Communication with the Contractor shall be verbal, telephone, 2-way radio, or email.

- 14.3 Should an emergency occur within the duration of the contract, the Contractor may or may not be contacted by the City to assist with emergency clearing of trees, limbs, and root-balls.
- 14.4 The City will notify the Contractor the location of road(s), sections of road(s), or outlying areas for clearing. The Contractor will be responsible for clearing all locations as notified by the City.
- 14.5 All emergency pruning and tree removal services shall be in accordance with the procedures referenced in this Scope of Work, Section 0500.
- 14.6 The Contractor may charge an additional flat-fee for emergency call-outs and should indicate that flat-fee on the Bid Sheet, Section 0600 (reference Section 5 of the Bid Sheet).
- 14.7 The minimum crew size for emergency call-outs shall be (4) persons, including (1) supervisor.

15.0 SITE CLEAN UP

- 15.1 At the end of each work day, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches. All parts of the work shall be left in a neat, orderly, and presentable condition. The removal of all rubbish and debris generated as a result of the Contractor's work under this contract will be the responsibility of the Contractor. No debris will be allowed to remain in or on any roadways at any time.
- 15.2 Once the tree(s) are removed, all wood chips, brush, limbs, and logs, unless otherwise specified in this Contract, shall be disposed of at the City of Austin Hornsby Bend Processing Center to ensure that 100% recycling is met for woody material. No part of any tree shall remain at the site, and the Contractor shall not permit any third party to claim the wood. However, the City reserves the right to specify that the wood be mulched and left on site, and that some part of a dead tree trunk remain for maintaining wildlife.
- 15.3 In all industrial, residential, commercial, park, and similarly maintained areas, all grass, gravel, and garden areas shall be left "fan-rake-clean." All driveways, walkways, roads, curbs, patios, and other asphalt, concrete, stone, and similar surfaces, shall be "broom-clean" when the site is vacated at the end of each shift and at the end of each day.

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- 15.4 Once the work order is complete and the work-site is ready for inspection, the Contractor shall notify the City by phone or in writing. The City will either make the necessary inspection or request photographic evidence that services were completed to the City's satisfaction, and if it is found the work has been properly performed and completed in accordance with all terms of this Contract, the work shall be accepted and the invoice approved.
- 15.5 The City shall have the right to perform, or have performed, inspections of all places where work is undertaken in connection with this Contract.

16.0 DAMAGE TO CITY FOREST AND CITY PROPERTY

- 16.1 Damages to trees, shrubbery, and other features will result in an assessment of liquidated damages. Contractor shall report to the City, within two (2) hours of occurrence, any damage done by Contractor's employees to City or private property. Damage to property or loss of vegetation, shall be repaired or replaced by the Contractor at no cost to the City, and within a period of time that is satisfactory to the City.
- 16.2 Evaluation for liquidated damages as related to trees, shrubbery, and other features shall be based on the most current edition of Guide for Plant Appraisal, Council of Tree & Landscape Appraisers, 2000. Copies are available through the International Society of Arboriculture, P.O. Box 3129, Champaign, IL 61826-3129 or "www.isa-arbor.com".
- 16.3 Damaged turf areas will be leveled and re-sodded, and all horticultural plantings damaged beyond repair will be replaced. Damage to structures, utilities, signs, light fixtures, landscape furniture, or other City property, will be fully and completely repaired or replaced at the Contractor's expense. It is understood that all damage caused by workmen engaged in work under this Contract will be repaired by the Contractor without delay, and at its sole cost and expense. Repair work will be carried out by skilled workmen acceptable to the City or designee, and all repair and replacements must be approved by the City prior to final payment.

17.0 UTILITIES

- 17.1 The Contractor shall be responsible at its own cost for any and all work, expense, or special precautions caused or required by the existence or proximity of utilities encountered in performing the work. All workers working in the vicinity of utility lines will be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site. The Contractor's site supervisor(s) in charge of any group or groups shall be fully aware of the safety procedures to be followed in case of an accident involving utility lines.

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- 17.2 Under no circumstances shall the Contractor perform work near high-voltage transmission or distribution lines. If the Contractor is performing work near high-voltage transmission or distribution lines, all work shall cease and the Contractor must notify the City immediately. The Contractor shall not resume work without written authorization from the City.

18.0 EQUIPMENT

- 18.1 All safety equipment required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition at all times. OSHA must approve all safety equipment for the purpose for which it is being used. OSHA-approved hard hats and any other OSHA required equipment or clothing must be worn at all times at the work-site.
- 18.2 No ladders will be allowed at the work site.
- 18.3 All equipment used by the Contractor to perform services under this Contract shall be maintained and in good operating condition at all times. All gasoline cans or any other equipment/container used to hold fuel shall be OSHA approved.
- 18.4 Safety ropes, tools, severed limbs, equipment, and aerial lifts shall be handled in such a way as to ensure they do not come into contact with any utility lines.
- 18.5 The Contractor shall inspect any climbing ropes in use at the site, from end to end, before the start of each day's work, to ensure that there is no weakening, fraying, stressing, or other damage that constitutes a danger to the climber or workers. Similarly, all other safety equipment will be checked daily to ensure that it is in safe working condition. Any equipment defect shall be rectified immediately.
- 18.6 All aerial lifts will be insulated, maintained, and tested to ensure the safety of an employee in the bucket or at any other controls should the lift come into contact with any energized utility line on the work site.
- 18.7 The City prefers Contractors who demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.
- 18.8 By signing the Contract, the Contractor agrees to conscientiously review their own business processes and purchases in an effort to reduce their overall carbon footprint and the use of chemicals and equipment that are

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potentially harmful to the community. Additionally, the Contractor shall conform to all specifications relating to sustainability contained in the Solicitation documents, including, but not limited to, 0500 (Scope of Work), any included attachments, and the type of equipment as specified in the solicitation.

19.0 PEST CONTROL – BEE AND PEST CONTROL/EXTERMINATION

The Contractor shall notify the City verbally either by phone or 2 way communication, and follow up in writing, of a bee or wasp problem prior to the Contractor performing the services as required by the work order. The City will then proceed with arranging safe removal of any bee or wasp hive. Under no circumstances shall the Contractor attempt to remove or dispose of an active bee or wasp hive. Once the hive has been removed, the City will re-issue the work order, and the Contractor shall confirm receipt of the re-issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The Contractor then has five (5) working days to begin services as described in the work order.

20.0 NON-COMPLIANCE

All services shall be completed in accordance with this Scope of Work, Section 0500. It is understood and agreed that timely performance by the contractor is essential and that damages to the City for failure of the Contractor to perform or complete the work required within the time allotted shall be charged \$100 per day, per work order/set of trees past the designated completion date. The parties recognize and agree that the exact amount of such damages to the City as a result of such delay is difficult to ascertain but that the sum listed above represents a reasonable pre-estimate of the City's probable loss. This amount shall in no event be considered as a penalty, but as liquidated and adjusted damages due the City because of said delay. The City will deduct and retain the damages from its final payment to the Contractor.

21.0 REPORTING

The Contractor shall provide a weekly report and shall be submitted by 9:00 AM (CST) on Mondays. The report shall include a summary of the prior week's work orders. At a minimum, the report shall include the following: type of work completed, work locations, work order number, equipment used, total number of hours to complete the work order, the number of personnel assigned to the work order, and the hours worked per personnel. The report must be in an electronic, or other City-approved format that may be sorted.

22.0 PAYMENT AND COMPENSATION

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To receive payment, the contractor must submit monthly invoices showing the corresponding services performed. Each invoice must be accompanied by a breakdown of the category, diameter breast height, and the fee per tree for each service performed and included on the invoice. The Contractor shall accept payment by credit card, Automated Clearing House (ACH), Electronic Funds Transfer (EFT), or bank draft for all services provided under the Contract, as indicated in the Invoices and Payment Provision in Section 0400.

23.0 INVOICING

23.1 The Contractor shall submit all invoices for the previous month by the tenth calendar day of the following month. Invoices shall be original invoices on the Contractor's company stationery, signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract period. Each invoice shall detail the following information:

City Contract No. and Ordinance No.
Copy of Work Order
Ordering Department and Facility Name, and address where services were performed
Date(s) and time(s) services performed
Total Invoice cost.

23.2 All prices shall be listed and easily identified against the quoted Contract pricing.

23.3 Contractor shall mail invoices to:

For work orders related to the City's forest, medians, roads, right-of-way, and line-of-sight maintenance and clearance,

Street and Bridge Operations
Dept. of Public Works
Attn: Brenda Jimenez
4411-A Meinardus Dr.
Austin, Texas 78744

For work orders related to the City's stormwater facilities and associated structures, and drainage utility easement;

Watershed Protection Department
Attn: DL Bliss
505 Barton Springs Rd., #1200
Austin, TX 78704

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24.0 ADDITIONS AND DELETIONS

The City may at anytime during the term of this Contract, amend the Contract to add or delete like services. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations, and/or services added, will be subject to the Contractor's services and charges or rates as an item already specified on the bid sheet, Section 0600. In the event that the additional service is not identical to any item already under Contract, the charges therefore will then be the Contractor's charges or rates for the equipment, locations, and/or services as stated in Additional Services or Products, of the Bid Sheet, Section 0600.

25.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of tree trimming or removal services during the term of this Contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. The City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the quantities specified herein.

26.0 DEFINITIONS AND WARRANTY OF SERVICES

26.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City, by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

26.2 "Correction" as used in this clause, means the elimination of a defect.

26.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

26.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services

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and charge the Contractor the cost occasioned to the City, or make an equitable adjustment in the Contract price.

27.0 EVALUATION CRITERIA

The Contractor will be selected by the City based on a best-value model. Evaluation factors outlined below shall be applied to all eligible, responsive, responsible Bidders in comparing and selecting the successful Bid. Award of a Contract may be made without discussion with Bidders after bids are received. Bids should therefore, be submitted on the most favorable terms.

27.1 Evaluation Factors (100 points)

Cost for specified items	55 points
Relevant experience	10 points
Number of Certified Arborists and full-time crews	15 points
Sustainable/ Environmental plans and equipment	10 points
Local Business Presence of Contractor and/or Sub-Contractor (reference 27.2 of Scope of Work)	10 points

27.2 Local Business Presence

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Bidder or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Bidder's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Bidder's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4

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Local presence of between 1 and 24%	2
No local presence	0

27.3 Evaluation of Bids

Evaluation of all the Bids received for this solicitation will be made in a comparative manner to determine which Bids offer the best value to the City of Austin.

The method used for awarding each zone will be as follows; The best-evaluated, responsive, responsible bidder will be recommended for award of zone 1 and will no longer be eligible for award recommendation of the remaining zones. The second best-evaluated, responsive, responsible bidder will be recommended for award of zone 2 and will no longer be eligible for award recommendation of the remaining zones. The third best-evaluated, responsive, responsible bidder will be recommended for award of zone 3 and will no longer be eligible for award recommendation of the remaining zone. The fourth best-evaluated, responsive, responsible bidder will be recommended for award of zone 4.

Bidder must submit the Bid Sheet for each Zone that the Bidder wishes to be evaluated for the award of Contract.

Attachment A: Other Evaluation Criteria does not need to be submitted for each zone Bidder is bidding on. Submit one original and one copy of Attachment A.