

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION EXTENDING THE CURRENT AGREEMENT WITH APPLE TREE SERVICE FOR VEGETATION REMOVAL SERVICES FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT; AND FOR OTHER PURPOSES.**

WHEREAS, on November 29, 2013, the City of North Little Rock advertised for bids for vegetation removal services, commencing January 1, 2014, for the North Little Rock Electric Department ("NLRED") pursuant to Bid No. 13-3263, with Apple Tree Service being the low bidder (see Bid Summary attached hereto as Exhibit "A"); and

WHEREAS, pursuant to Paragraph S of General Terms and Conditions of the Vegetation Removal Services Bid Specifications, the agreement with the selected bidder (i.e. Apple Tree Service), could be continued from one year to the next for a maximum of four (4) additional one-year terms (through December 31, 2018 with four additional one-year terms) with an adjustment in the 2014 prices for in an amount equal to or less than 3% with all other terms remaining unchanged for each extended term (see General Terms and Conditions attached hereto as Exhibit "B"); and

WHEREAS, Apple Tree Service has continued to provide vegetation removal services to NLRED at its 2014 prices through the current 2016 extension year of services (see letter extending agreement through December 31, 2016 attached hereto as Exhibit "C"); and

WHEREAS, Apple Tree Service desires to continue providing vegetation removal services to NLRED in 2017 at a 3% increase in its 2014 prices, and in 2018 with a price increase not to exceed 3%; and

WHEREAS, Apple Tree Service has provided excellent vegetation removal services for NLRED at very competitive pricing, and the City feels it is in its best interests to continue with Apple Tree Service for 2017 and 2018; and

WHEREAS, Ark. Code Ann. § 14-58-104(b) authorizes the governing body of a city to extend a contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the agreement between North Little Rock Electric Department and Apple Tree Service, which expires on or about December 31, 2016, is hereby extended until December 31, 2017 with an additional one-year option through December 31, 2018 (contingent upon budgetary appropriations).

SECTION 2: That funds for 2016 vegetation removal services have been included in the City's current budget and will be included in its 2017 budget.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Mayor Joe A. Smith

SPONSOR:

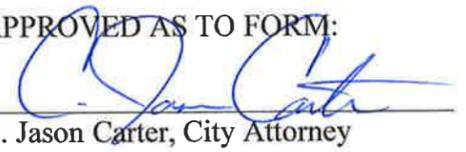
ATTEST:

  
\_\_\_\_\_  
Mayor Joe A. Smith

\_\_\_\_\_

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:48	A.M.	PM
BY	City Atty Carter		
DATE	11/8/16		
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>			
RECEIVED BY	T. McGraw		

CITY OF NORTH LITTLE ROCK BID SUMMARY

Bid Number: 13-3263

Date: December 17, 2013 @ 10:00 am

OPENED BY: Amy Smith

SUMMARY BY: Crystal Willis



Vegetation Removal Services for the NLR Electric Department	Apple Tree	West Tree	Asplundh			
PRESENT AT BID OPENING	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
5% Bid Bond	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Acknowledge Addendum (if applicable)	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Bulk Rate Removal @ per lb. \$	.0169	01375	.51			
<b>Fixed Price Removal</b>						
General Work Price \$	47500.-	68,000.-	125,463.20			
Take Down Pricing 8" \$	see	see	165.-			
Take Down pricing 10" \$	schedule ↓	schedule	215.-			
Take Down Pricing 12" or Larger \$		↓	380.-			
<b>Hourly Rate Emergency Removal</b>						
One (1) Two-Person Work Crew \$	57.90	110.-	84.70			
License and Insurance Certificate(s)	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Additional Information						

CITY OF NORTH LITTLE ROCK BID SUMMARY

Bid Number: 13-3263

Date: December 17, 2013 @ 10:00 am

OPENED BY: Amy Smith

SUMMARY BY: Crystal Willis

Vegetation Removal Services for the NLR Electric Department	Apple Tree	Walst Tree	Aspurdth			
	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
PRESENT AT BID OPENING						
5% Bid Bond	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Acknowledge Addendum (if applicable)	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
<b>Hourly Rate Emergency Removal</b> One (1) Three-Person Work Crew \$	70.47	140.-	111.43			
<b>Hourly Rate Daily Removal</b> One (1) Two-Person Work Crew \$	61.85	75.-	62.87			
One (1) Three-Person Work Crew \$	74.42	95.-	80.89			
License and Insurance Certificate(s)	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Additional Information						

**North Little Rock Electric Department  
Vegetation Removal Services Bid Specifications**



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**GENERAL TERMS AND CONDITIONS**

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The North Little Rock Electric Department requests the submission of bids for Vegetation Removal Service. Successful Bidders must provide the necessary equipment and crews to timely complete required work. *NLRED encourages small, minority, and women's business enterprises to respond to this bid solicitation.*

**Definitions:**

*Agreement:* Upon acceptance by NLRED, the term Agreement shall mean the Bid Sheet(s), the general terms and conditions stated herein, and all attachments thereto. NLRED may enter one or more Agreements pursuant to this bid solicitation.

*Bid Sheet:* Descriptions of work for which pricing is sought. The general terms and conditions described herein apply to each bid sheet.

*Bidder:* Any person or entity responding to this bid solicitation.

*Contractor:* Any person or entity awarded a contract in response to this bid solicitation.

*NLRED:* The North Little Rock Electric Department, a subdivision of the City of North Little Rock, Arkansas.

*Vegetation Manager:* The person designated to administer this Agreement on behalf of the NLRED.

*Vegetation Removal Services:* All necessary labor, transportation, supervision, licenses, tools, equipment, services, communication and expertise used to provide the services described herein.

**A. Pre-Bid Meeting.** For the purpose of familiarizing prospective bidders with the project, answering questions, and issuing addenda as needed for clarification of the bidding documents, NLRED will conduct a pre-bid meeting in Room [redacted] of the North Little Rock City Services Building located at 120 Main Street in the City of North Little Rock on November, 2013. All interested persons are urged to attend.

**B. Examination of System.** Bidders are encouraged to inspect work areas and inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles, which may be encountered, and all other relevant matters concerning the work to be performed and the type of removals required under this contract.

**C. Pre-Construction Meeting.** Once contracts have been awarded and notice to proceed is issued, a pre-construction meeting will be held to review project specifications.

**D. Basis of Payment.** Contractors shall be paid on a monthly basis for the work completed during the previous month.

**E. Starting and Completion Requirements.** Contractors shall begin, proceed, and complete

work as described in each Bid Sheet.

**F. Working Hours.** Contractors will schedule routine work between the hours of 7:30 a.m. and 4:30 p.m. Monday through Friday, unless otherwise authorized by the Vegetation Manager. Emergency work will begin as directed and proceed until completed.

**G. Inspection of Work.** NLRED shall designate a Vegetation Manager who shall supervise the performance of any and all contracts under this bid solicitation. Contractors shall provide emergency contact numbers to the Vegetation Manager. Any question regarding contract requirements, proper procedure, or quality of work will be resolved by the Vegetation Manager.

**H. Customer Communication.** Contractors shall engage in reasonable customer communication, as described herein, as part of all Vegetation Removal Services. This shall include a reasonable attempt to communicate with property owners: (1) prior to the start of work, regarding the nature and duration of work to be performed; (2) during work, regarding any problems; and (3) after work has been performed, regarding questions or conflict resolution.

**I. Damage to Persons or Property.** Contractors shall be responsible for all damages to persons or property caused by the negligence, misconduct or both negligence and misconduct of their respective agents or employees. NLRED may assist in processing minor claims (less than \$1,000 in value) through routine claims procedures; however, such assistance shall not mitigate a Contractor's financial responsibility. Should the Contractor fail or refuse to resolve apparent valid claims within six months, NLRED reserves the right to resolve the claim, assess the costs thereof to the Contractor, offset payment in the amount of the claim from the Contractor, and pursue such recovery as may be provided by law. The Contractor shall inform the Vegetation Manager of any damage to persons or property on the day such damage occurs.

**J. Termination or Suspension.** NLRED shall have the authority to terminate or suspend the work, wholly or in part by written order for such period as NLRED may deem necessary due to safety, unsuitable weather, or failure on the part of the Contractor to carry out orders given or to comply with any provisions of the contract documents. Volume of work related to any per-unit Agreement is subject to availability of funding and may be terminated or suspended on 24 hour notice. Any practice that is determined by the Vegetation Manager to be obviously hazardous shall be immediately discontinued.

**K. Personnel and Equipment.**

- (1) Contractors shall supply all material, equipment and personnel necessary for performance.
- (2) Contractors shall ensure that all equipment is used and maintained in a safe and commercially reasonable manner, as well as all applicable federal, state and local rules and regulations.
- (3) Contractors shall label vehicles and equipment in a manner that clearly indicates ownership.
- (4) All Bidders must have in their possession or available to them by formal agreement at the time of bidding all necessary equipment. Devices, tools, materials and supplies necessary to perform the work specified herein.
- (5) Contractors shall ensure that all laborers are adequately trained to perform assigned tasks in a safe manner. The Vegetation Manager shall be authorized to suspend any laborer from

participating in work that appears untrained or unsafe.

(6) Contractors shall ensure that all employees wear identifiable uniforms and commercially-reasonable safety equipment.

(7) Contractors shall provide trained and competent supervisors to manage dispatch and oversee work crew performance. Each supervisor shall be authorized by the Contractors to accept and act upon all directives issued by the Vegetation Manager.

(8) Contractors shall determine the proper combination of crew size and equipment to complete contract specifications as specified in completion schedule.

**L. License Requirement.** Contractors shall acquire and maintain a current business license from the City of North Little Rock throughout the life of the Agreement. A license may be obtained through the office of the North Little Rock City Clerk.

**M. Safety Standards.**

(1) All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-1994 and A300-1995, or as amended.

(2) Blocking of public streets shall not be permitted unless prior arrangements have been made with North Little Rock Public Works.

(3) Contractors shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Agreement to protect the motorists and pedestrians.

**N. Vegetation Removal.** Contractors shall remove all vegetative growth taller than three feet (3') and located within fifteen feet (15') of the centerline of electric lines and facilities. Contractors shall apply approved herbicides under conditions that warrant application as determined by the Vegetation Manager. Bid submittals should include the cost of labor for herbicide application. At the discretion of the Vegetation Manager, Contractors will use herbicide supplied by NLRED or provide herbicide at an additional charge to NLRED.

**O. Clean up.** Contractors shall take all necessary precautions to eliminate damage to unobtrusive trees and shrubs, lawns, or other real or personal property. Holes made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible. Contractors shall remove and dispose of all logs, limbs, chips and debris resulting from Contractors' work.

**P. Protection of Overhead Utilities.** Vegetation Removal Services will be conducted in areas where overhead electric, telephone, and cable television facilities exist. Contractors shall ensure that laborers are trained and adequately supervised to work in proximity to such utilities. Contractors shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation.

**Q. Insurance.** Contractors shall maintain worker's compensation and vehicular insurance as required by the State of Arkansas, and an all-risk insurance policy in an amount not less than two million dollars (\$2,000,000.00).

**R. Compliance.** Contractors shall maintain professional licensing and comply with such regulations as may be imposed by the United States of America, the State of Arkansas, or the City of North Little Rock, Arkansas.

**S. Term and Continuation.** Bid pricing shall apply for the 2014 calendar year. Subject to the written agreement of the parties, any unit price Agreement (Bid Sheets 1,3 and 4) resulting from this bid solicitation may be continued from one year to the next for a maximum of four (4) additional one-year terms by adjusting the price in an amount equal to or less than 3% and all other terms remaining unchanged.

**T. Modification.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

No delay or failure to exercise any right under this Agreement shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

**U. Dispute Resolution.** Agreement(s) resulting from this bid solicitation shall be construed under Arkansas law with proper jurisdiction and venue for any cause of action arising from such contract to be vested in the Circuit Court of Pulaski County, Arkansas. The parties shall attempt good-faith mediation prior to filing any suit at law or equity based on a contract resulting from this bid solicitation.

**V. Authority.** The person executing this document represents that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein.

**X. Rejection.** The City of North Little Rock reserves the right to reject any and all bids.

**Y. Prevailing Wage.** Agreement(s) resulting from this bid solicitation constitute right-of-way maintenance and is thus exempt from prevailing wage requirements found in Ark. Code Ann. § 22-9-301. Should any court or administrative tribunal later determine that an Agreement resulting from this bid solicitation was subject to prevailing wage laws, the parties agree to meet in good faith to negotiate a price adjustment to accommodate the changed interpretation.



### INVITATION TO BID

Bid Number: 13-3263 Date Issued: November 29, 2013  
Date & Time Bid Opening: Tuesday, December 17, 10:00 a.m.

## VEGETATION REMOVAL SERVICES FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT

Specifications Attached.

Please direct technical questions to James Bray at 501-992-4060.  
Please direct bid procedure questions to the Commerce Department at 501-975-8881.

A mandatory pre-bid meeting is scheduled for Wednesday, December 11, 2013 at 10:00 a.m. in Conference Room A of the North Little Rock City Services Building located at 120 Main Street in the City of North Little Rock.

A five percent (5%) bid bond is required with the bid.

A copy of your current North Little Rock Business License must be submitted with the bid.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings ([www.nlr.ar.gov](http://www.nlr.ar.gov)) for attachments including any changes to the bid.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

#### EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid including conditions set forth and pertinent information requests.

Name of Firm: Apple Tree Service, Inc. Phone No.: 501-375-1388

Tax Identification No.: 71-0521311

Business Address: 316 N. Cedar Street, North Little Rock, AR 72114

Signature of Authorized Person: [Signature]

Title: Pres. Apple Tree Inc Date: 12-17, 2013

UNSIGNED BID COVER SHEET WILL BE REJECTED.

CITY OF NORTH LITTLE ROCK, ARKANSAS  
DEPARTMENT OF COMMERCE  
AND GOVERNMENT AFFAIRS



120 Main Street, North Little Rock, AR 72114  
P.O. Box 5757 North Little Rock, AR 72119  
501-975-8881 Phone  
501-975-8885 Fax

### INVITATION TO BID

Bid Number: 13-3263 Date Issued: November 29, 2013  
Date & Time Bid Opening: Tuesday, December 17, 10:00 a.m.

### VEGETATION REMOVAL SERVICES FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT

#### BID SHEET

#### BULK RATE REMOVAL

\$ 0.169 per pound  
(This is 16.9 cents per pound)

#### FIXED PRICE REMOVAL

General Work Price:

\$ 47,580<sup>00</sup>

Take Down Pricing:

8": \$ see ATTACHED REMOVAL RATE schedule

10": \$ see ATTACHED REMOVAL RATE schedule

12" and larger: \$ see ATTACHED REMOVAL RATE schedule

#### HOURLY RATE EMERGENCY REMOVAL

Hourly Rate For One (1) Two-Person Work Crew \$ 57.<sup>90</sup>

Hourly Rate For One (1) Three-Person Work Crew \$ 70.<sup>47</sup>  
\* See ATTACHED TIME AND EQUIPMENT RATES

#### HOURLY RATE DAILY REMOVAL

Hourly Rate For One (1) Two-Person Work Crew \$ 61.<sup>85</sup>

Hourly Rate For One (1) Three-Person Work Crew \$ 74.<sup>42</sup>  
\* See ATTACHED TIME AND EQUIPMENT RATES

2014 NLR ELECTRIC REMOVAL RATE SCHEDULE

Company Name	Apple Tree Service, Inc
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Description	Proactive / Reactive	Rate
8-11.9" CUT AND LEAVE	Proactive	\$67.37
12-15.9" CUT AND LEAVE	Proactive	\$82.34
16-19.9" CUT AND LEAVE	Proactive	\$104.80
20-24" CUT AND LEAVE	Proactive	\$134.75
24-28" CUT AND LEAVE	Proactive	Negotiable
8-11.9" CUT AND CHIP	Proactive	\$104.80
12-15.9" CUT AND CHIP	Proactive	\$119.77
16-19.9" CUT AND CHIP	Proactive	\$209.60
20-24" CUT AND CHIP	Proactive	\$344.34
24-28" CUT AND CHIP	Proactive	Negotiable
8-11.9" CUT AND HAUL	Proactive	\$147.47
12-15.9" CUT AND HAUL	Proactive	\$176.67
16-19.9" CUT AND HAUL	Proactive	\$329.39
20-24" CUT AND HAUL	Proactive	\$392.13
24-28" CUT AND HAUL	Proactive	Negotiable
28" AND LARGER (NEGOTIATED)	Proactive	Negotiable
1-CUT TREE	Proactive	
8-11.9" ADDITIONAL OVERHANG	Proactive	\$97.31
12-15.9" ADDITIONAL OVERHANG	Proactive	\$97.31
16-19.9" ADDITIONAL OVERHANG	Proactive	\$97.31
20-24" ADDITIONAL OVERHANG	Proactive	\$97.31
8-11.9" CUT AND LEAVE DANGER TREE	Proactive	\$156.04
12-15.9" CUT AND LEAVE DANGER TREE	Proactive	\$181.16
16-19.9" CUT AND LEAVE DANGER TREE	Proactive	\$196.05
20-24" CUT AND LEAVE DANGER TREE	Proactive	\$227.42
STUMP REMOVAL , Hour	Proactive	\$60.77
8-11.9" CUT AND LEAVE	Reactive	\$149.79
12-15.9" CUT AND LEAVE	Reactive	\$167.05
16-19.9" CUT AND LEAVE	Reactive	\$185.86
20-23.9" CUT AND LEAVE	Reactive	\$227.42
24-28" CUT AND LEAVE	Reactive	Negotiable
8-11.9" CUT AND CHIP	Reactive	\$190.59
12-15.9" CUT AND CHIP	Reactive	\$203.91
16-19.9" CUT AND CHIP	Reactive	\$282.33
20-23.9" CUT AND CHIP	Reactive	\$431.33
24-28" CUT AND CHIP	Reactive	Negotiable
8-11.9" CUT AND HAUL	Reactive	\$243.12
12.-15.9" CUT AND HAUL	Reactive	\$258.79
16-19.9" CUT AND HAUL	Reactive	\$418.14
20-23.9" CUT AND HAUL	Reactive	\$470.61
24-28" CUT AND HAUL	Reactive	Negotiable
28" AND LARGER (NEGOTIATED)	Reactive	Negotiable



APPLE TREE SERVICE, INC.  
316 N. CEDAR ST.  
NO. LITTLE ROCK, AR. 72114  
501-375-1388  
501-376-1115 FAX

December 13, 2013

NORTH LITTLE ROCK ELECTRIC

Below are our 2014 Time and Equipment rates for right-of-way clearing.

<u>PERSONNEL</u>	<u>RATES</u>
General Foreman	27.21
Jarraff Operator	23.54
Spray Operator	22.35
Tractor Operator	22.35
Foreman	22.35
Trimmer	18.05
Helper	14.27

- All hours over normal 8 hour work day will be billed at time and half (labor only)
- All hours over 40 hours will be billed at time and half (labor only)

<u>EQUIPMENT</u>	<u>RATES</u>
Aerial Lift	15.02
Chipper Truck	8.30
Chipper Truck with Man Cab	8.30
Drum Chipper	3.95
Disc Chipper	3.95
4 Wheel Drive Off Road Bucket Truck	19.61
Service Truck and Trailer	13.42
Support Vehicle	6.70
Chainsaws	1.24
Extension Chainsaws	1.72
All Terrain Tractor with Brown's Cutter	38.16
All Terrain Tractor with Bush Hog	38.16
Jarraff Aerial Cutter	58.81
GeoBoy with Mulcher	76.59
Back Pack Sprayer	1.26
Spray Truck	7.40
4x4 Kubota with Bush Hog	28.69
Industrial Weedeater	1.26
Industrial Lawnmower	1.26

**North Little Rock Electric Department  
Vegetation Removal Services Bid Specifications**

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**BID SHEET 1: BULK RATE REMOVAL**

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The undersigned hereby states that the prices quoted herein constitute the total cost to NLRED for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, fuel, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the General Terms and Conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year of 2014.

1. **Work Description:** Cutting and removal of all vegetative growth taller than three feet (3') and located within fifteen feet (15') of the centerline of electric lines and facilities. Amount of work will be limited by appropriation of funds.
2. **Work Locations:** Work locations will be determined based upon the needs of NLRED, but generally in the area indicated on the map attached as Exhibit A.
3. **Work Schedules:** Work schedules are flexible. Contractor shall mobilize for work within thirty (30) days of notice by the Vegetation Manager.

PRICE: \$ 0.169 per pound. (THIS IS 16.9 CENTS PER POUND)

BIDDER INFORMATION

Company Name: Apple Tree Service, Inc.  
Address: 316 N. Cedar Street  
City: North Little Rock State: AR Zip: 72114  
Phone Number: 501-375-1388 Email: appletrees@windstream.net

SUBMITTED BY:

Signature:   
Name: RICK HENDERSON  
Title: Pres. Apple Tree Inc Date: 12-17-13

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE STATE TO ACCEPT THE PRODUCT OR SERVICE.

**North Little Rock Electric Department  
Vegetation Removal Services Bid Specifications**

**BID SHEET 2: FIXED-PRICE REMOVAL**

The undersigned hereby states that the prices quoted herein constitute the total cost to NLRED for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, fuel, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the General Terms and Conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year of 2014.

1. **Work Description and Location:** Cutting and removal of all vegetative growth (including all trees 8" in diameter and smaller) taller than three feet (3') and located within fifteen feet (15') of the centerline of electric lines and facilities of the circuits depicted on the map attached as Exhibit B. Trees larger than 8" should be priced separately.
2. **Statutory Contracting Requirements.**
  - A. Bidders responding to this sheet must submit a bid bond or cashier's check in the amount of five percent (5%) of the bid price as stated in Ark. Code Ann. § 22-9-203(c)(2).
  - B. Within ten (10) days of bid acceptance, Contractors must furnish a surety bond in an amount equal to the amount of the contract as required by Ark. Code Ann. §§ 18-44-503 and 22-9-401.
  - C. Contract is subject to five percent (5%) retainage provisions of Ark. Code Ann. § 22-9-601, et seq.,
3. **Work Schedules:** Work schedules are flexible. Contractor shall mobilize for work within thirty (30) days of notice by the Vegetation Manager and proceed until complete.

GENERAL WORK PRICE: \$ 47,580.<sup>00</sup>

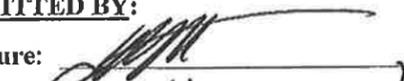
TAKE-DOWN PRICING:

8": \$ see attached 10": \$ see attached 12" and larger: \$ see attached  
Removal Schedule Removal Schedule Removal Schedule

**BIDDER INFORMATION**

Company Name: Apple Tree Service, Inc.  
Address: 316 N. Cedar Street  
City: North Little Rock State: AR Zip: 72114  
Phone Number: 501-375-1388 Email: appletrees@windstream.net

**SUBMITTED BY:**

Signature:   
Name: Rick Henderson  
Title: Pres. Apple Tree Serv Date: 12-17-13

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE STATE TO ACCEPT THE PRODUCT OR SERVICE.

**North Little Rock Electric Department  
Vegetation Removal Services Bid Specifications**

**BID SHEET 3: HOURLY-RATE EMERGENCY REMOVAL**

The undersigned hereby states that the prices quoted herein constitute the total cost to NLRED for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, fuel, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the General Terms and Conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year of 2014.

1. **Work Description:** Hourly work rates for the cutting and removal of all vegetative growth that is impeding the reliable provision of electric service after a weather-related event or other emergency.
2. **Work Schedules:** Work is event-driven. Contractor shall mobilize at least one (1) work crew within one (1) hour of notification by the Vegetation Manager and be prepared to work continuously for sixteen (16) hours, with an additional crew available within four (4) hours of notification.
3. **Minimum Work.** NLRED shall pay for and receive no less than eight (8) hours for each mobilization.

HOURLY RATE FOR ONE (1) TWO-PERSON WORK CREW: \$ 57.<sup>90</sup>

HOURLY RATE FOR ONE (1) THREE-PERSON WORK CREW: \$ 70.<sup>47</sup>

\* SEE ATTACHED TIME AND EQUIPMENT RATES

BIDDER INFORMATION

Company Name: Apple Tree Service, Inc.  
Address: 316 N. Cedar Street  
City: North Little Rock State: AR Zip: 72114  
Phone Number: 501-375-1388 Email: appletrees@windstream.net

SUBMITTED BY:

Signature:   
Name: RICK HENDERSON  
Title: Prop Apple Tree Serv Inc Date: 12-17-13

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE STATE TO ACCEPT THE PRODUCT OR SERVICE.

**North Little Rock Electric Department  
Vegetation Removal Services Bid Specifications**

**BID SHEET 4: HOURLY-RATE DAILY REMOVAL**

The undersigned hereby states that the prices quoted herein constitute the total cost to NLRED for performance including, without limitation, all labor, insurance, royalties, transportation charges, use of all tools and equipment, fuel, supervision, overhead expense, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the General Terms and Conditions of this bid solicitation and the terms below. The price quoted below shall be valid for acceptance for a period of thirty (30) days and, if accepted, valid for the entire calendar year of 2014.

1. **Work Description:** Hourly work rates for the cutting and removal of all vegetative growth that is impeding the reliable provision of electric service.
2. **Work Schedules:** Work is driven by problems detected. Contractor shall mobilize at least one (1) work crew within one (1) day of notification by the Vegetation Manager and proceed to work continuously for eight (8) hours, with an additional crew available within two (2) days' notification.
3. **Minimum Work.** NLRED shall pay for and receive no less than four (4) hours for each mobilization.

HOURLY RATE FOR ONE (1) TWO-PERSON WORK CREW: \$ 61<sup>85</sup>

HOURLY RATE FOR ONE (1) THREE-PERSON WORK CREW: \$ 74<sup>42</sup>

\* SEE ATTACHED TIME AND EQUIPMENT RATES

**BIDDER INFORMATION**

Company Name: Apple Tree Service, Inc.  
Address: 316 N. Cedar Street  
City: North Little Rock State: AR Zip: 70114  
Phone Number: 501-375-1388 Email: AppleTree@Windstream.net

**SUBMITTED BY:**

Signature: [Signature]  
Name: BUCK HENDERSON  
Title: Pres. Apple Tree Service Inc Date: 12-17-13

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE STATE TO ACCEPT THE PRODUCT OR SERVICE.



1400 W. Maryland Ave., Little Rock, AR 72120  
P.O. Box 159, No. Little Rock, AR 72115-0159

JAMES BRAY  
General Manager



(501) 992-4060  
JBray@NLR.AR.gov

January 4, 2016

Apple Tree Service  
316 N. Cedar  
North Little Rock, AR 72114

ATTN: Rick Henderson

RE: Agreement for Vegetation Removal Services

Dear Mr. Henderson:

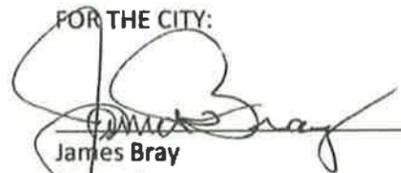
The City of North Little Rock Electric Department desires to continue the vegetation removal services with your company through 12-31-16.

Attached is a copy of the pricing you provided on 12/17/13 for BID SHEET 4: HOURLY RATE REMOVAL SERVIICES.

If you are in agreement with the continuation of this agreement at the current price, please indicate that acceptance by executing this document and return the same within ten (10) days of receipt.

Please call me if you have any questions, 501-992-4060.

FOR THE CITY:

  
James Bray  
General Manager

1-5-16  
Date

FOR WEST:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date