

CITY OF SAN LEANDRO
REQUEST FOR QUOTATION

SUBMIT BID TO: City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	FOR FURTHER INFORMATION CALL: Darryl Sweet Purchasing Supervisor (510) 577-3377
--	---

BID NO: 02-03.037	DATE MAILED: June 27, 2003	THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE: 3:00 P.M. , Tuesday, July 22, 2003
-----------------------------	--------------------------------------	---

QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
	<p style="text-align: center;">SHORELINE AREA TREE TRIMMING</p> <p style="text-align: center;">Notice to Bidders</p> <p>Provide labor and materials to perform tree trimming at the Shoreline Area in accordance with the attached specifications.</p> <p>Work consists of removing dead or dying trees and trimming a variety of species of trees in the Shoreline Area as indicated on the attached map. This area is roughly bounded from Marina Boulevard, south to Fairway and from Monarch Bay Drive (along the golf course), west to the shoreline. Trimming includes bottlebrush trees on the corner of Monarch Bay and Fairway Drives and palm trees (removing dead fronds, and skinning tree up to this level) throughout the area. Myoporum trees planted along the waterside of North and West Dike Roads, up to the Harbor Office, are excluded from this proposal. Trees located against El Torito, Horatio's and the Marina Inn buildings are also excluded.</p> <p>CONTRACTOR LICENSE NO.: _____</p> <p>Should the City request additional trees be trimmed, the price for each tree shall be: \$ _____</p> <p>Any deviations from specifications must be clearly indicated in writing at the time the proposal is submitted. The City reserves the right to waive minor variations in specifications bid.</p> <p>Sealed bids shall be received at the Purchasing Office, City Hall, 835 E. 14th Street, San Leandro, CA up to 3:00 p.m., on Tuesday, July 15, 2003 at which time they will be publicly opened and read.</p> <p>A California contractor's license is required for this work. No bid shall be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.</p> <p>The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the City Clerk's Office.</p>		<p style="text-align: center;">\$ _____</p> <p style="text-align: center;">Total Bid for all applicable trees designated by line on map.</p>

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in their bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

The successful bidder shall submit a certificate of insurance showing compliance with the enclosed insurance requirements. This insurance shall be maintained at all times during the course of any resulting agreement. In addition, the successful bidder shall have the proper City of San Leandro business license and all other applicable licenses and permits.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

Payment shall be as indicated in the specifications.

To bid, complete and return a copy of the Request and the other required forms, sealed in an envelope. The envelope shall be marked with the project name and bid number. The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

Jobsite is the Marina Shoreline Area as defined in the aerial photo.

Firm _____

Date: _____

Address _____

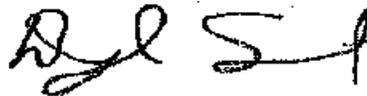
Phone: _____

FAX: _____

By (Signature) _____

Print Name: _____

Title: _____



Darryl Sweet
Purchasing Supervisor

BID SPECIFICATIONS SHORELINE AREA TREE TRIMMING

1. **SCOPE:** Furnish all services, labor, tools, equipment, materials, transportation, and perform all operations necessary and incidental to proper execution and completion of all tree trimming in accordance with the specifications.

Work consists of removing dead or dying trees and trimming a variety of species of trees in the Shoreline Area as indicated on the attached map. This area is roughly bounded from Marina Boulevard, south to Fairway and from Monarch Bay Drive (along the golf course), west to the shoreline. Trimming includes bottlebrush trees on the corner of Monarch Bay and Fairway Drives and palm trees (removing dead fronds, and skinning tree up to this level) throughout the area. Myoporum trees planted along the waterside of North and West Dike Roads, up to the Harbor Office, are excluded from this proposal. Trees located against El Torito, Horatio's and the Marina Inn buildings are also excluded. Extra work may be negotiated, but not to exceed 10% above the successful bid.

2. **PROCESS:** To insure that prospective bidders are thoroughly familiar with the general conditions, locations, areas of work, and all other requirements, a Bidder's Conference is scheduled for **Wednesday, July 16 at 10:00 AM at the Marina Office**, 40 San Leandro Marina, San Leandro..

The successful bidder must submit a certificate of insurance showing compliance with the attached insurance requirements and is required to sign a Hold Harmless Agreement. This insurance shall be maintained at all times during the course of this agreement. In addition, the successful bidder shall have the proper City of San Leandro business license and all other applicable licenses and permits.

3. **MOBILIZATION:** The Contractor selected shall have five (5) week days from notice by City to provide proof of insurance, Contractor's license, business license and such other documentation as required. From issuance of Purchase Order, Contractor shall commence work within five (5) week days. Such days shall not be counted as work days.
4. **STANDARDS:** All tree trimming is to be done in accordance with the latest versions of the *International Society of Arboriculture*, *Western Chapter Pruning Standards*, *National Arborist Association Pruning Standards for Shade Trees*, and compliance with current ANSI Z133.1 (Safety Standards). Specifically the quality of work shall be consistent with the national Arborist Association definition of Fine Pruning (Class 1). Contractor is required to have a thorough knowledge of these standards and is to have copies of these standards at all sites where work is being performed. In addition, in order to minimize damage to the trees, no climbing with spikes is permitted.
5. **REPRESENTATIVE TREES:** To assist bidders, the City has trimmed two (2) representative trees in this Shoreline Area. Trees are to be raised from the ground, sidewalk and street, trimmed back from buildings and pathways, as is consistent with the growth stage of the tree and have all basal sucker growth removed. Successful Bidder is to notify the Senior Grounds Supervisor of unusual tree conditions (i.e., split limbs).

All trimming, as part of this contract, is to be consistent with the trimming of the representative trees. Contractor will not be paid for any trees not trimmed consistent with the representative trees and these specifications. If at any time, Contractor shows an inability to trim consistent with the representative trees and these specifications, the Senior Grounds Supervisor will have the authority to order Contractor to cease all trimming and have the Purchase Order cancelled.

Failure to perform work as described in the bid specifications, as determined by the City, may be cause for immediate termination of the contract by the City. Alternatively, after giving the Contractor 48 hours written notice of a condition not in compliance with these specifications, the City may have such work performed as necessary to bring the condition into compliance and deduct this expense from any amount due to the Contractor.

BID SPECIFICATIONS
SHORELINE AREA TREE TRIMMING

6. **WORK DAYS:** All trimming is to be completed within ninety (90) work days from award of contract.
7. **HOURS OF OPERATION:** All trimming is to be done between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless prior approval is granted by the Senior Grounds Supervisor or his designated representative.
8. **PAYMENT:** Requests for payment shall be submitted on a monthly basis, based upon the percentage of trees trimmed. The Senior Grounds Supervisor will verify the accuracy of the invoice submitted. Ten percent (10%) of the successful bid amount will be withheld until the job is fully completed. Only trees approved for trimming by the Senior Grounds Supervisor will be paid for. No payment will be made for any tree which is not trimmed as per these specifications. If the Contractor's activities damage a tree to the extent where it will not recover with good form, in the sole judgment of the City's Senior Grounds Supervisor, Contractor shall remove and replace the damaged tree with a replacement tree approved by the Senior Grounds Supervisor. All such removal/replacement costs will be borne by the Contractor with no payment from the City. If Contractor does not replace a damaged tree, \$500 per damaged tree will be withheld from any payment due Contractor.
9. **WEEKLY MEETINGS:** Contractor shall be required to meet weekly with the Senior Grounds Supervisor or his representative to confirm the list of trees completed and to review the Contractor's proposed work schedule.
10. **CLEANUP:** All branches, brush, leaves, and sawdust are to be removed from the site and properly disposed of by the Contractor as part of the bid price. The intent is that all areas are to be left in as clean a condition or better than before the Contractor's operations. Cleanup is to be done continuously as each tree is finished. No brush is to be left at any of the tree sites. Wood chips from the Shoreline Area trees are to be spread at the Monarch Bay Golf Club as directed by the Shoreline Operations Manager or his designee.
11. **TRAFFIC CONTROL AND ACCESS:** Contractor shall not completely obstruct public pedestrian pathways or deny access to private property at any time. No streets shall be closed at any time. The Contractor may establish "No Parking" zones, contiguous to the work area by posting signs supplied by the City. The City will enforce parking restrictions only when the Contractor has posted the proper signs and has notified the City's Police Department a minimum of 48 hours in advance of the required restriction period.

Construction signs, lights, barricades, etc., shall conform to the latest version of the *Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways*, by the California Department of Transportation.

12. **CORRECTION OF HAZARDOUS CONDITIONS:** If, in the determination of the Senior Grounds Supervisor, any work done or omitted by the Contractor or any act of vandalism or theft has created a condition hazardous to the public, the Senior Grounds Supervisor will notify the Contractor's office by telephone. The Contractor shall commence correction of such condition by placement of barricades or as otherwise directed by the Senior Grounds Supervisor within two (2) hours of receipt of such notice at his office and shall complete correction thereof on the same calendar day, regardless of the size of the work force required or the number of hours of work required.

If the Contractor cannot be reached by telephone, or fails to respond to the hazardous condition within the specified two (2) hour limit, the Senior Grounds Supervisor shall have the authority to cause said hazardous condition to be corrected and deduct the cost thereof from any amounts due to or become due to the Contractor. Such costs shall include any minimum or base costs for labor, materials, or equipment as required by contracts, agreements, or supplier but in no case shall such cost be less than \$250 per hazardous incident.

**BID SPECIFICATIONS
SHORELINE AREA TREE TRIMMING**

13. WORK EXPERIENCE:

List any and all tree maintenance contracts exceeding \$15,000 performed by your firm beginning in 2000 (use a separate sheet as necessary):

<u>Company/ Govt. Agency</u>	<u>Work Location</u>	<u>Contract Period</u>	<u>Annual Amount</u>	<u>Contact Name Telephone</u>
----------------------------------	----------------------	------------------------	--------------------------	-----------------------------------

1.

2.

3.

**BID SPECIFICATIONS
SHORELINE AREA TREE TRIMMING**

Aerial Photo of Shoreline Area. Trees are located within the yellow line.



**BID SPECIFICATIONS
SHORELINE AREA TREE TRIMMING**

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
 - B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 - C. Worker' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - B. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of \$1,000,000 per accident.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insure shall reduce or eliminated such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
 - A. General Liability and Automobile Liability Coverages.
 - i. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned,

**BID SPECIFICATIONS
SHORELINE AREA TREE TRIMMING**

leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.

- ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. any insurance or self - insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt request, has been given to the City.

- 5. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- 6. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.