

**City of San Leandro**  
**NOTICE**  
**INVITATION FOR BIDS**  
**Bid No. 03-04.008**

Boulevard Yarwood Sycamore Tree Trimming

Notice is hereby given that sealed bids will be received at the Purchasing Office, until 3:00 p.m., Friday, September 19, 2003 local time, at which time they will be publicly opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidental to trim a stand of Yarwood Sycamore Trees located along local boulevards and adjacent roadways throughout the City of San Leandro in accordance with the City of San Leandro plans, specifications and contract documents.

Bids shall be delivered and addressed to the City of San Leandro, Purchasing supervisor, 835 E. 14<sup>th</sup> Street, San Leandro, California, 94577, and shall be labeled "Boulevard Yarwood Sycamore Tree Trimming, Bid No. 03-04.008, 3:00 p.m., Friday, September 19, 2003. Any Bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Purchasing Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, on line at <http://www.ci.san-leandro.ca.us/sl purchasing bids.html> or by calling 510-577-3376.

Pre-Bid Conference. A pre-bid conference will be held at **9:30 a.m. on Thursday, September 11, 2003 at the Public Works Service Center Conference Room located at 14200 Chapman Rd.**



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Darryl Sweet

Purchasing Supervisor  
City of San Leandro

**SCOPE OF WORK**

**BID SPECIFICATIONS  
 BOULEVARD YARWOOD SYCAMORE TREE TRIMMING**

1. **SUMMARY:** The work includes all services, labor, materials, transportation and equipment necessary to perform the work described in these specifications.
2. **SCOPE:** Furnish all 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 trimming a stand of Yarwood Sycamore trees on major boulevards and adjacent side streets as outlined below and as directed by the Senior Grounds Supervisor.

3. **QUANTITIES:** Approximate quantities and locations are the following:

<b>LOCATION</b>	<b>APPROX # OF TREES</b>
East 14 <sup>th</sup> Street from North City Limits to South City Limits	600
MacArthur Boulevard from North City Limits to Estudillo Avenue	115
Bancroft Avenue from North City Limits to Oakes Boulevard	103
Marina Boulevard from I-880 to San Leandro Boulevard	21
Alvarado Boulevard from Estabrook to Montague	8
Davis Street from I-880 to East 14 <sup>th</sup> Street	130
Parrott Street from East 14 <sup>th</sup> Street to Washington Avenue	32
Wicks Boulevard across from Stenzel Park	22
15301 Wicks Boulevard – Marina Community Center	22
Doolittle Drive South of Davis	12
Lewelling Boulevard East of Wicks (900 Block)	8
City Hall Parking Lots – Toler and Lafayette	22
Bancroft at Callan (IFO Bancroft Middle School)	8
300 Block of Preda Street	22
San Leandro Boulevard Between Parrott and West Juana	5
Across from 1336 East 146 <sup>th</sup> Street (Buffet Fortuna) (1 Conferta)	2
<b>APPROXIMATE TOTAL</b>	<b>1132</b>

Exact quantities and locations shall be as authorized by the Senior Grounds Supervisor of the City of San Leandro or their designated representative. No payment shall be made for any work performed which is not authorized. The City may elect to change quantities of trees for trimming by up to 25% without change in bid amount per tree.

4. ORDER OF WORK: Unless otherwise directed by the Senior Grounds Supervisor, Contractor is to trim in the following order: (1) all trees on East 14th Street north of the San Leandro Creek, (2) all trees on East 14th Street south of the San Leandro Creek, (3) all trees on Davis Street, (4) all trees on MacArthur Boulevard, (5) all other areas listed above.
5. STANDARDS: All tree trimming is to be done in accordance with the *International Society of Arboriculture, Western Chapter Pruning Standards (1988)*, the *National Arborist Association Pruning Standards for Shade Trees (revised 1988)*, and in compliance with ANSI Z133.1 (1988 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 on all sites where work is being performed.

In addition, in order to minimize damage to the trees, no pruning is allowed with circular saws and no climbing with spikes is allowed.

6. REPRESENTATIVE TREE. In order assist potential and the successful bidder, the City has trimmed two (2) representative trees at 685 East 14th Street. Trees are to be raised from the sidewalk and street, trimmed back from buildings as much as possible and as is consistent with the growth stage of the tree, have all basal sucker growth removed, and as is consistent with the above standards.

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

7. MOBILIZATION: Contractor selected shall have five (5) week days from notice by City to provide proof of insurance, proof of Contractor's license, proof of 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.
8. WORKDAYS: All trimming is to be completed within forty (40) workdays from award of contract.

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9. 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 their designated representative.
10. PAYMENT: Payment shall be on a per tree basis. 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.

Invoices shall be prepared in numeric order on each street. They shall include specific addresses of trees trimmed and number of trees trimmed at each address, and shall be presented in the following order: (1) all trees on East 14th Street north of the San Leandro Creek, (2) all trees on East 14th Street south of the San Leandro Creek, (3) all trees on Davis Street, (4) all trees on MacArthur Boulevard, (5) all other areas listed above.

11. WEEKLY MEETINGS: Contractor shall be required to meet weekly with the Senior Grounds Supervisor or their representative to confirm the list of trees completed by address and to review the contractor's proposed work schedule.
12. CLEANUP: All branches, brush, leaves chips, 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.
13. 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 Police Department a minimum of 48 hours in advance of the required restriction period.
13. CONSTRUCTION SIGNS, LIGHTS, BARRICADES, ETC., shall conform to the latest revision of the Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways, by California Department of Transportation.

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14. 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 one (1) hour of receipt of such notice at their office, and shall complete correction thereof on the same calendar day, regardless of the size of the working 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 one (1) 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 or to become due 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 condition per location.

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### **INSTRUCTIONS TO BIDDER**

**BID FORMS.** Bid must be submitted on Bid Forms from this bid package.

**BID OPENING AND BID RESULTS.** Bids are opened publicly in the Purchasing Department. Interested parties are invited to attend the bid opening. Bid results will be available on the City's web site as soon as practical after the bids are opened.

**BID SUBMITTAL DEADLINE.** **The Bid Submittal Deadline is 3:00 p.m., Friday, September 19, 2003.** Bids must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Purchasing Office, 835 E. 14<sup>th</sup> Street, San Leandro, California, 94577, by 3:00 p.m., Friday, September 19, 2003 local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

**BID WITHDRAWAL.** Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Supervisor before the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid.

**INFORMED BIDDERS.** Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**LATE BIDS.** Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

### **TERMS AND CONDITIONS**

**PRICES, NOTATIONS, AND MISTAKES.** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

**PAYMENT TERMS.** See Scope of Work, Item #9.

**QUESTIONS AND COMMENTS.** Questions and comments regarding their solicitation must be submitted in writing, either by mail to the Purchasing Supervisor at 835 E. 14<sup>th</sup> Street, San Leandro, California, 94577, or by facsimile at 510-577-3312. General questions may be directed to the Purchasing Office by calling 510-577-3376.

**TERMS OF THE OFFER.** City's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

**ATTORNEY FEES.** In the event a suit or action is instituted in connection with any controversy arising out of their contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**BIDDER AGREEMENT TO TERMS AND CONDITIONS.** Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of their solicitation.

**CANCELLATION OF CONTRACT.** The City may cancel their contract WITHOUT CAUSE at any time by giving thirty- (30) days written notice to the supplier/contractor. The City may cancel their contract WITH CAUSE at any time by giving ten- (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of their contract. The successful Bidder may not cancel their contract without prior written consent of the Purchasing Supervisor.

**COMPLIANCE OR DEVIATION TO SPECIFICATIONS.** Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in their solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with their requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for their requirement.

**TERMS AND CONDITIONS-continued**

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of their contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and City's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. Their contract shall be in accordance with the laws of the state of California. The parties stipulate that their contract was entered into in the county of Alameda, in state of California. The parties further stipulate that the county of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in their solicitation and shall refer exclusively to the person, company, or corporation with whom the City enters into a contract as a result of their solicitation.

REJECTION OF BIDS. The City reserves the right to reject any bids, all bids, or any part of a bid. The City reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of San Leandro.

SAFETY. All articles delivered under their contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under their contract without the specific written consent of the City.

SEVERABILITY. If any provisions, or portions of any provisions, of their contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The City is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated, if applicable.

WAIVER OF INFORMALITIES. The City reserves the right to waive informalities or minor technicalities in bids.

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### **SPECIAL PROVISIONS FOR SERVICES**

**ACCESSIBILITY.** The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under their contract. He shall exercise due and particular caution to determine that all parts of their work are made quickly and easily accessible.

**AUTHORITY OF THE City of San Leandro.** Subject to the power and authority of the City as provided by law in their contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under their contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**BUSINESS LICENSE.** If the scope of work under their bid includes performing services or installation on City property, the SUCCESSFUL BIDDER must have current City Business License. Inquires regarding Business License may be directed to the Finance Department at 510-577-3468. Business Licenses are not required to submit a bid, or for materials or equipment shipped by U.S. mail or common carrier.

**CHANGES IN WORK.** The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

**CLEAN-UP.** During performance and upon completion of work on their project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

**COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT.** Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under their contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

**CONTRACT INCORPORATION.** Their contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful

**SPECIAL PROVISIONS FOR SERVICES-continued**

submittal, supplemental agreements, change orders, performance bond(s), if any and any and all written agreements which alter, amend or extend the contract.

**COOPERATION BETWEEN CONTRACTORS.** The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with their contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

**COORDINATION WITH AGENCIES.** The contractor shall coordinate their activities with the proper regulatory agencies and have their representative on site at the proper times.

**DAMAGE.** The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or their employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under their contract. Failure or refusal to restore or replace such damaged property will be a breach of their contract.

**EXAMINATION OF SPECIFICATION AND SITE.** Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

**INDEPENDENT CONTRACTOR.** In accepting their contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of their contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of their knowledge, no one who has or will have any financial interest under their contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under their contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.

**INSURANCE REQUIREMENTS.** Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the attachment labeled City of San Leandro Insurance Requirements and naming the City of San Leandro, its officers and agents, Additional Insured by endorsement.

**SPECIAL PROVISIONS FOR SERVICES-continued**

Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security

**LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS.** The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

**LIQUIDATED DAMAGES.** Time is of the essence of their contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the Successful Bidder/Contractor on their Bid Form for the completion work or delivery of the goods specified. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the City the sum of \$100.00 per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

**MEASUREMENTS.** It is the responsibility of the Bidder to make all measurements to determine their bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

**PERMITS.** Unless otherwise specified herein, Contractor shall at their expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**PROTECTION OF PUBLIC.** Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

**REJECTION OF WORK.** Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

**UNKNOWN OBSTRUCTIONS.** Should any unknown obstruction be encountered during the course of their contract the Contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

**View Job Site.** As designated above, the trees are all in plain view.

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Boulevard Yarwood Sycamore Tree Trimming 2003-2004  
Due: 3:00 PM Friday, September 19, 2003

**BID FORM**  
**Boulevard Yarwood Sycamore Tree Trimming**  
**03-04.008**

To: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California, 94577

From: \_\_\_\_\_  
Name of Bidder

Address: \_\_\_\_\_  
City, Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The undersigned Bidder agrees he will contract with the City of San Leandro to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid No. **03-04.008** to **Boulevard Yarwood Sycamore Tree Trimming**, in its entirety, all Addenda, and the following documents by their reference are hereby made a part of their contract:

- a. Notice of Invitation For Bids
- b. Scope of Work
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Bid Form (Prices)
- g. Non-Collusion Affidavit
- h. Bidder's Statement Regarding Insurance Coverage
- i. Worker's Compensation Insurance Certificate
- j. Bidder's Nondiscriminatory Employment Certificate
- k. Experience Statement
- l. Subcontractors List

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**BID FORM - Continued**

Bidder acknowledges receipt of Addenda Number(s) \_\_, \_\_, \_\_, and \_\_.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of San Leandro reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

BID PRICE

PER TREE PRICE: \$ \_\_\_\_\_

Per tree price X 1132 TREES: \$ \_\_\_\_\_

Bid amount

Award of bid will be made to the lowest responsible and responsive bidder of the Total Amount of Bid.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

The per tree price shall be used to determine actual amount of contract. Should the actual number of trees be greater or less than 1132 the City of San Leandro will use the per tree price to add or subtract the appropriate amount of money due.

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**BID FORM - Continued**

**Subcontractor Information.** Does their proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_  
Company Name of Bidder

\_\_\_\_\_  
Mailing Address (PO Box or street)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Business (Corp, Partnership, Sole Proprietorship)

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

\_\_\_\_\_  
Facsimile Number

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**Non-Collusion Affidavit  
To Be Completed and Submitted With Bid**

State of California    )  
County of Alameda ss.  
                                  )

\_\_\_\_\_  
Name of Bidder

being first duly sworn, deposes and says that he or she is Owner of \_\_\_\_\_ (Contractor Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted their or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place))

\_\_\_\_\_  
Bidder Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

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**BIDDER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bids No. 03-04.008, for Boulevard Yarwood Sycamore Tree Trimming. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of San Leandro as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

BID 03-04.008  
Boulevard Yarwood Sycamore Tree Trimming 2003-2004  
Due: 3:00 PM Friday, September 19, 2003

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of their contract.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**ATTEST:**

By \_\_\_\_\_

Signature

Title

BID 03-04.008  
Boulevard Yarwood Sycamore Tree Trimming 2003-2004  
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**EXPERIENCE STATEMENT  
To Be Submitted With Bid**

**List at least three references for work of a similar nature performed within the last three years.**

I hereby certify that I have performed the work listed below.

Signature of Bidder

<b>Description</b>	<b>Yr.</b>	<b>Amt.</b>	<b>Customer &amp; Telephone</b>
_____	___	\$ _____	_____  (____)_____
_____	___	\$ _____	_____  (____)_____
_____	___	\$ _____	_____  (____)_____
_____	___	\$ _____	_____  (____)_____
_____	___	\$ _____	_____  (____)_____
_____	___	\$ _____	_____  (____)_____

BID 03-04.008

Boulevard Yarwood Sycamore Tree Trimming 2003-2004

Due: 3:00 PM Friday, September 19, 2003

**SUBCONTRACTORS LIST**

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of San Leandro. Additional numbered pages outlining their portion of the bid may be attached to their page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from their form but must then be submitted within two (2) working days following the opening of bids.**

**Subcontractor name, location, and item of work must be stated at the time of the bid.**

Bidder Name:

<b>SUBCONTRACTORS LIST, Page 1</b>		
<b><i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i></b>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )

## **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, 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.