

City of San Leandro
INVITATION FOR BIDS
Bid No. 05-06.008

Boulevard Yarwood Sycamore Tree Trimming

Notice is hereby given that sealed bids will be received at the Purchasing Office, until **3:00 p.m., Thursday, August 25, 2005** 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. 14th Street, San Leandro, California, 94577, and shall be labeled "**Boulevard Yarwood Sycamore Tree Trimming, Bid No. 04-05.008, 3:00 p.m., Thursday, August 25, 2005**". 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 Tuesday, August 16, 2005 at the Public Works Service Center Conference Room located at 14200 Chapman Rd.**



Darryl Sweet, C.P.M.

Purchasing Supervisor
City of San Leandro

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Boulevard Yarwood Sycamore Tree Trimming 2005-2006

Due: 3:00 PM Thursday, August 25, 2005

SCOPE OF WORK

BID SPECIFICATIONS - 2005

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:

LOCATION	APPROX # OF TREES
East 14 th 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 Estudillo Avenue	111
Marina Boulevard from I-880 to San Leandro Boulevard	21
Alvarado Boulevard from Estabrook to Marina	4
Davis Street from I-880 to East 14 th Street	130
Parrott Street from East 14 th 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 Lille	31
Across from 1336 East 14 th Street (Buffet Fortuna) (1 Conferta)	2
APPROXIMATE TOTAL	1162

Exact quantities and locations shall be as authorized by the Senior Grounds Supervisor of the City of San Leandro or his designated representative. No payment shall be made for

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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: To 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 this contract is to be consistent with the trimming of this 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 (90) 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 his 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 judgement 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 his 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.

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 his 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.

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., Thursday, August 25, 2005.** 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. 14th Street, San Leandro, California, 94577, by 3:00 p.m., Thursday, August 25, 2005 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.

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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. 14th 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.

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

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TERMS AND CONDITIONS-continued

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.

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

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SPECIAL PROVISIONS FOR SERVICES-continued

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

SPECIAL PROVISIONS FOR SERVICES-continued

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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. 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,

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SPECIAL PROVISIONS FOR SERVICES-continued

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.

CONTRACT RENEWAL. Upon mutually agreement, this may be renewed for up to two (2) additional contract periods. Per tree amount will be change by the most current CPI period, which is typically April to April of the previous year (SF Bay All Urban Consumers).

PIGGY BACK. Upon mutual agreement, this pricing, specification, terms and conditions, etc. may be extended to other authorized agencies.

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

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BID FORM
Boulevard Yarwood Sycamore Tree Trimming
04-05.008

To: City of San Leandro
835 E. 14th 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. **04-05.008** 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
- m. Insurance requirements
- n. Environmentally Preferable Purchasing Policy

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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 1162 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 verify all math.

The "per tree" price shall be used to determine actual amount of contract. Should the actual number of trees be greater or less than 1162 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. 04-05.008, 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

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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 05-06.008

Boulevard Yarwood Sycamore Tree Trimming 2005-2006

Due: 3:00 PM Thursday, August 25, 2005

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:

SUBCONTRACTORS LIST, Page 1		
<i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
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.

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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.

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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: VIII.
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.

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Environmentally Preferable Purchasing Policy City of San Leandro

1.0 STATEMENT OF POLICY

It is the policy of the City of San Leandro to:

- institute practices that reduce waste by increasing product efficiency and effectiveness,
- purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use chlorine free manufacturing processes, and are lead-free and mercury-free.

2.0 PURPOSE

This Policy is adopted in order to:

- conserve natural resources,
- minimize environmental impacts such as pollution and use of water and energy,
- eliminate or reduce toxics that create hazards to workers and our community,
- support strong recycling markets,
- reduce materials that are landfilled,
- increase the use and availability of environmentally preferable products that protect the environment, and
- identify environmentally preferable products and distribution systems.

3.0 SPECIFICATIONS

3.1 Source Reduction

- 3.1.1 The City of San Leandro shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or workplace quality.
- 3.1.2 The City of San Leandro shall purchase remanufactured products such as toner cartridges, tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality or effectiveness.
- 3.1.3 All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- 3.1.4 Products that are durable, long lasting, reusable or refillable are preferred whenever feasible.
- 3.1.5 The City of San Leandro requests vendors to eliminate packaging or use the minimum amount necessary for product protection, to the greatest extent practicable.

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3.1.6 Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist.

3.1.7 Vendors shall be encouraged to take back and reuse pallets and packaging materials.

3.1.8 Suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, shall be encouraged to take back equipment for reuse or environmentally safe recycling when the City of San Leandro discards or replaces such equipment, whenever possible.

3.2 Recycled Content Products

3.2.1 All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products, shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.

3.2.2 Copiers and printers purchased shall be compatible with the use of recycled content products.

3.2.3 In accordance with California Public Contract Code, Sec. 10409, the City of San Leandro shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, as long as it is certified by the American Petroleum Institute (API) as appropriate for use in such equipment. This section shall not prohibit the purchase of virgin-oil products for exclusive use in vehicles whose warranties expressly prohibit the use of products containing recycled oil.

3.2.4 When specifying asphalt, concrete, aggregate base or portland cement concrete for road construction projects, the City of San Leandro shall use recycled, reusable or reground materials when practicable.

3.2.5 The City of San Leandro shall specify and purchase recycled content transportation products, including signs, cones, parking stops, delineators, and barricades.

3.2.6 All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper is recycled content.

3.3 Energy and Water Savings

3.3.1 Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

3.3.2 When practicable, the City of San Leandro shall replace inefficient lighting with energy-efficient equipment.

3.3.3 All products purchased by the City of San Leandro and for which the U. S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable. When Energy Star labels are not available, choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

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3.3.4 The City of San Leandro shall purchase water-saving products whenever practicable.

3.4 Green Building – Construction and Renovations

3.4.1 All building and renovations undertaken by the City of San Leandro shall consider Green Building practices for design, construction, and operation, where appropriate, as described in the LEED™ Rating System.

3.5 Landscaping

3.5.1 All landscape renovations, construction and maintenance performed by the City of San Leandro, including workers and contractors providing landscaping services for the City of San Leandro, shall employ Bay Friendly Landscaping or sustainable landscape management techniques for design, construction and maintenance practices whenever possible, including, but not limited to, integrated pest management, grasscycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

3.5.2 Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

3.5.3 Hardscapes and landscape structures constructed of recycled content materials are encouraged. The City of San Leandro shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways.

3.6 Toxics and Pollution

3.6.1 When maintaining buildings and landscapes, the City of San Leandro and its contractors shall manage pest problems through prevention and physical, mechanical and biological controls. The City of San Leandro may either adopt and implement an organic pest management policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.

3.6.2 When maintaining buildings, the City of San Leandro shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework.

3.6.3 To the extent practicable, the City of San Leandro shall purchase, or require janitorial contractors to supply, industrial and institutional cleaning products that meet Green Seal certification standards for environmental requirements.

3.6.4 To the extent practicable, the City of San Leandro shall purchase paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives.

3.6.5 The City of San Leandro will prohibit the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, furniture and flooring, whenever practicable.

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- 3.6.6 The City of San Leandro shall purchase products and equipment with no lead or mercury whenever possible. For products that contain lead or mercury, the City of San Leandro shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.
- 3.6.7 When replacing vehicles, the City of San Leandro shall consider less-polluting alternatives to diesel such as compressed natural gas, biobased fuels, hybrids, electric batteries, and fuel cells, as available.

4.0 PRIORITIES

- 4.1 The City of San Leandro has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free.
- 4.2 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.
- 4.3 Nothing contained in this policy shall be construed as requiring the City of San Leandro, department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

5.0 IMPLEMENTATION

- 5.1 The Finance Director and the Public Works Director, or their designees, shall coordinate implementation of this policy.
- 5.2 Successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and postconsumer material in their products, even when such percentages are zero.
- 5.3 Purchasers shall attempt to include businesses certified by the Bay Area Green Business Program in requests for products and services.
- 5.4 Vendors, contractors and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the City of San Leandro, where practicable.

6.0 PROGRAM EVALUATION

- 6.1 The Directors of Finance and Public Works shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

- 7.1 "Agricultural Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues but does not include products made from

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forestry materials.

- 7.2 “Bay Area Green Business Program” is a partnership of governments and businesses that certifies the environmental performance of government agencies and businesses.
- 7.3 “Bay-Friendly Landscaping” means working with the natural ecosystems of the San Francisco Bay Area to foster soil health, to reduce runoff and pollution, prevent and reuse plant waste, and conserve water and other natural resources. Bay-Friendly Landscaping practices are described in the forthcoming *Bay-Friendly Landscape Guidelines*, by the Alameda County Waste Management Authority & Recycling Board.
- 7.4 “Buyer” means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.
- 7.5 “Chlorine free” means products processed without chlorine or chlorine derivatives.
- 7.6 “Contractor” means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the City of San Leandro or serves in a subcontracting capacity with an entity having a contract with the City of San Leandro for the provision of goods or services.
- 7.7 “Energy Star” means the U.S. EPA’s energy efficiency product labeling program.
- 7.8 “Energy-Efficient Product” means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets Federal standards.
- 7.9 “Federal Energy Management Program” is a program of the Department of Energy that issues a series of *Product Energy Efficiency Recommendations* that identify recommended efficiency levels for energy-using products.
- 7.10 “Green Seal” is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA’s criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.
- 7.11 “Integrated Pest Management” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.
- 7.12 “LEED™ Rating System” means the self-assessing system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.
- 7.13 “Organic Pest Management” prohibits the use and application of toxic chemical pesticides and strives to prevent pest problems through the application of natural, organic horticultural and maintenance practices. All pest control products shall be in keeping with, but not limited to, those products on the approved list of California Certified Organic Foods (CCOF).

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- 7.14 "Postconsumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.
- 7.15 "Practical" and "Practicable" mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.
- 7.16 "Preconsumer Material" means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- 7.17 "Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.
- 7.18 "Recycled Content" means the percentage of recovered material, including preconsumer and postconsumer materials, in a product.
- 7.19 "Recycled Content Standard" means the minimum level of recovered material and/or postconsumer material necessary for products to qualify as "recycled products."
- 7.20 "Recycled Product" means a product that meets the City of San Leandro's recycled content policy objectives for postconsumer and recovered material.
- 7.21 "Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.
- 7.22 "Reused Product" means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting or minor repairs.
- 7.23 "Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.
- 7.24 "U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.
- 7.25 "Water-Saving Products" are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets the Federal standards.

8.0 EFFECTIVE DATES

This policy shall take effect on 10/4/04