

**BID TO THE  
CITY OF SACRAMENTO, CALIFORNIA  
PURCHASING DIVISION**

# 10 A  
BIDS MUST BE RECEIVED BY THE  
CITY CLERK, ROOM 203, CITY HALL  
PRIOR TO 10:30 A.M., TUESDAY  
NOVEMBER 30, 1982

FOR: TREE TRIMMING SERVICES

BID NO: 536

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

Type of Business:  Corporation,  Co-partnership,  Individual doing business under his own name,  
 Individual doing business using a firm name.

Business Address: \_\_\_\_\_  
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title

Signature

Address (If different than above business address)

**PLEASE READ CAREFULLY BEFORE SIGNING**

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

**FOR CITY USE ONLY**

Bid was opened on above date and at prescribed place.

Bid bond required  No  Yes Amount ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)

Received:  Cash  Cashiers or Certified Check  Surety Bond

\_\_\_\_\_  
City Clerk/Purchasing Agent

Approved as to form and legality

\_\_\_\_\_  
City Attorney

# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cash, cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will ~~XX~~ will not [ ] be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of 20% OF CONTRACT PRICE.
11. **Cash Discounts.** Cash discounts offered for payment in less than ten (10) days will not be considered as a basis of award. Cash discounts offered for payment in ten (10) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at ~~XXXX~~ 10:30 a.m., NOVEMBER 30, 1982. (Bids must be submitted prior to ~~10:00~~ 10:30 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

Vendors not wishing to bid this particular requirement are encouraged to return the bid package marked "no bid" with a brief statement explaining the reason for non-response: not interested at this time, not our field of manufacture/expertise, etc. This will enable us to maintain a current list of responsive bidders as well as verify receipt of the bid by your company.

CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA

BIDDING SHEET FOR TREE TRIMMING SERVICES

For furnishing to the City of Sacramento tree trimming services, as required, in accordance with the following provisions and attached specifications.

<u>Description</u>	(*) <u>Total Hourly Rate Per Crew</u>
Each tree trimming crew shall be equipped in accordance with the attached specifications and as follows:	
1 crew - Tree trimming crew equipped with one (1) tool truck, one (1) 45 foot aerial tower truck with dump chip box to haul chips, one (1) chipper and all other required equipment.	\$ _____ (per crew)

(\*) Hourly Rate

The hourly rate quoted above shall be the total hourly rate per crew, including all necessary foremen and all required tools and equipment. The total hourly rate shall include all wages, payroll taxes, fringe benefits, insurance, tools, transportation, equipment costs, overhead and profit. The basic hourly rate paid to each employee shall be equal to or greater than the general prevailing rate of wages for Sacramento County for the same classification, if any.

Award

The City of Sacramento reserves the right to make multiple awards from this proposal since it is possible that no one bidder will be able to staff and equip the total number of required crews. An award will be made to that/those bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Bidders should indicate the maximum number of crews that they could provide for this contract.

\_\_\_\_\_ Two-man rope climbing crews in accordance with the description above

\_\_\_\_\_ Three-man stump grinding crews in accordance with the description above

Overtime

In the event overtime is required, the overtime rate shall be computed at the rate of \_\_\_\_\_ times the total hourly rate per crew.

Period of Contract

Any contract(s) resulting from this request for bids shall be effective December 1, 1982 or from date of award if subsequent thereto, until funds are exhausted or until July 1, 1983, whichever is later.

Computation of Labor Hours

The number of hours, for payment purposes, will be broken into quarter (1/4) hour segments. Time will commence upon the complete crew's arrival at the job site and terminate upon their departure from the job site.

Prompt Payment Discount

Cash discount of \_\_\_\_\_% for payment within \_\_\_\_\_ calendar days which will be computed from the date the services are rendered or the date a proper invoice is received, whichever is later.

Payment, Billing and Invoice Administration

Payment for services rendered and accepted will be made monthly, in arrears, after receipt of a proper invoice. All invoices must be supported by copies of personal time records which were previously approved by the City Tree Inspector.

General Provisions

The attached general provisions, 1 through 5, are hereby made a part of this request for bids and any resultant contract(s).

BIDDING SHEET FOR TREE TRIMMING SERVICES - continued

Site Visit

All bidders are urged to visit the areas where the services are to be performed and familiarize themselves with all conditions that may affect the time and cost of performance. Failure to ascertain such conditions shall not be the basis of any subsequent claim or contract modification.

BIDDER'S NAME: \_\_\_\_\_

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA

SPECIFICATIONS FOR TREE TRIMMING SERVICES

Scope

Work to be done consists of trimming, removal and disposal of debris from various types of trees located in the City of Sacramento on designated State Route #160 as and where directed by the City Director of Community Services or his designated representative, hereinafter called the Tree Inspector.

This work is to be performed by a tree service contractor, licensed, insured, and bonded to do business in the City of Sacramento. The work to be done will consist of trimming and removal of branches and limbs and hauling and disposal of material trimmed from trees.

Waste material, in chipped form or maximum 3 foot lengths, shall be disposed of at the City landfill site or other designated location at no cost to the contractor. Upon request by the Tree Inspector, wood shall be cut into 2 foot lengths and left at the site for firewood. No splitting or stacking of firewood is to be done.

Contractor shall be aware of and shall comply with City ordinances governing tree trimming work and traffic control regulations during work. Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract.

Description of Work

The work consists of:

1. Removing dead or hazardous trees as directed by the Tree Inspector.
2. Trimming of limbs obstructing pathways, park apparatus, lights, buildings, vehicular or pedestrian traffic etc.
3. Eliminating hazardous limbs or removing excess weight from such limbs.
4. Removal of dead wood and undesired sucker growth.
5. Cleaning and hauling of all trimmed debris.

Work shall be performed in accordance with the following standards:

All cuts are to be made sufficiently close to the parent stem so that healing can readily start under normal conditions.

All limbs over 2 inches in diameter are to be removed by precutting to prevent splitting, except when the entire tree is being removed. Lowering of any branches that would injure the tree or property below the tree by falling shall be done by use of sufficient ropes to adequately lower weight of such branches safely to ground level.

Any structural weakness, decayed trunk or branches, split crotches, or broken branches discovered by contractor's personnel should be reported to the Tree Inspector.

Where the Tree Inspector has requested that material being removed be left for firewood, it shall be cut into 2 foot lengths but no stacking or splitting of wood is to be done. Streets and sidewalks are to be cleared, brush is to be chipped and hauled, and the area cleaned up normally except wood that is to be left on the property owner's yard.

Methods

When reducing heights of trees, drop crotch as much as possible and avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

When cutting back trees, contractor shall attempt to make cuts at the smallest limb diameter as possible.

Equipment

All hand and power tools used in the performance of this work shall be subject to inspection and approval of the Tree Inspector.

Climbing spurs may not be used below the first 12 feet of tree trunk, unless the tree is being removed. Ladders shall be used to place the workers into the trees.

## SPECIFICATIONS FOR TREE TRIMMING SERVICES - continued

In general, standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times and in compliance with CAL/OSHA regulations. All tools shall be clean, sharp, in proper working order, and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition, well maintained, and in compliance with all applicable laws and regulations.

Contractor shall supply as the minimum, but not necessarily limited to, the following equipment.

1. For each crew:
  - a. Safety, tagline, and lowering ropes sufficient to work at heights up to 80 feet;
  - b. Three power chain saws of adequate size and power for the work to be accomplished;
  - c. Hand saws, axes, and miscellaneous small tools for efficient performance; and
  - d. All required safety warning devices.

2. For the total contract:

Each crew to be equipped with one (1) tool truck, one (1) 45 foot aerial tower truck with dump chip box to haul chips, one (1) chipper and all other required equipment.

### Inspection

Contractor may contact Tree Inspector at telephone 449-5304. The City Tree Service-designated Tree Inspector will inspect the trimming and must approve all work performed prior to payment.

### Special Conditions

All licenses, insurance, etc., necessary to assume both the legal and moral responsibility for said work shall be acquired by the contractor to cover the liabilities which might be caused by said work.

All workers shall comply with State Compensation Safety Rules and must wear appropriate safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be supplied and used by the contractor to provide protection for the crews working, pedestrians, property residents, private property, parked cars and vehicular traffic concerned in the area. Contractor shall provide signs reading "No Parking--Tree to be Trimmed" as needed in advance of crews working in street trees. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the contractor to work out any cooperative work schedule as necessary.

The normal work week will be Monday through Friday, 7:00 a.m. to 3:30 p.m.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition except where owners request firewood to be left. It shall be the responsibility of the contractor to repair any damages to adjacent property, including shrubs, trees, or other growth, as well as structures along the route. Upon request of the Tree Inspector, firewood shall be cut into 2 foot lengths and left at the site but no stacking or splitting of wood shall be done.

### Personnel

All trimming work shall be done by qualified and trained persons with a minimum of 2 years tree trimming experience. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. Qualified foremen shall be provided to oversee and direct the work of the crews. Incompetence will not be accepted as an excuse for poor workmanship.

Provision of 1 trimming crew shall be made and the crew shall consist of four persons. Two of the crew members must be qualified tree climbers and the others must be qualified to drive the tool and aerial tower trucks.

One individual from any of the crews mentioned above shall be designated as the "crew leader" of all crews.

Sufficient equipment shall be provided to avoid trimming or removal work stoppage by the crews, other than normal site clean-up.

### Traffic Control

It is the intent of these specifications to require the contractor to maintain an orderly flow of traffic through any street during the performance of the work under this contract. Contractor shall comply with the regulations on the attached sheet entitled "Regulations Governing as Related to Traffic Movement on Public Streets".

## SPECIFICATIONS FOR TREE TRIMMING SERVICES - continued

### Work Performance

Due to variations in work to be done, tree size, species, condition, and location, standard units of production cannot be established. The contractor shall reasonably and diligently perform the work as directed by the City Tree Inspector. Production achieved and standards of workmanship shall, at the minimum, be comparable to similar operations performed by City employees.

Time records will be kept by the foremen in charge of the crews and must be approved daily by the City Tree Inspector. Time keeping must stop if equipment breakdowns result in a work stoppage. Failure to staff a full crew will necessitate the Inspector to stop the time keeping for that crew until full staffing is achieved. No work is to be performed in City holidays or Sundays unless specifically arranged in advance with the Tree Inspector.

### Dismissal of Unsatisfactory Employees

The designated Tree Inspector, at his sole discretion, shall have the right to reject any contractor's employee that is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on the job site or is otherwise unsatisfactory. The contractor shall replace any employee so rejected within one (1) day after notice of rejection.

### Faithful Performance Bond

The successful bidder(s) will be required to furnish a faithful performance bond in the amount of 20% of the contract price. In the event the contract is subsequently terminated for failure to perform, contractor and his surety shall be liable and assessed for any and all costs for the reprourement of the contract services.

### Failure to Perform

If contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the City will terminate the contract by giving fifteen (15) days written notice.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination and contractor and his surety shall be liable and assessed for any and all costs for the reprourement of the contract services.

### Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be the sole responsibility of the contractor.

### Indemnity and Hold Harmless

Contractor agrees to indemnify City against any and all liability, losses, claims, demands, damages, or judgement arising from any act by, or negligence of, contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this contractor, to any person, licensee, contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or court costs, contractor agrees to reimburse City for such expenses, attorneys' fees, or costs within a reasonable time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.



REGULATIONS GOVERNING OPERATIONS  
AS RELATED TO TRAFFIC MOVEMENT ON PUBLIC STREETS

Any operation on any highway within the City or County of Sacramento shall be handled individually with the applicable Traffic Engineering Department to determine work hours and traffic handling.

Operations on arterial streets within the City of Sacramento will be governed by the following:

1. No work will be permitted between the hours of 7:00 - 8:30 a.m. and 4:00 - 6:00 p.m.
2. Not more than one-half (1/2) of the street will be closed at any one time.
3. Parking on one or both sides of the street will be removed whenever more than one traffic lane is closed.
4. Sufficient advance warning by signs, barricades, flags, or cones will be given to insure a smooth flow of traffic around obstacles. One hundred feet (100') is suggested as the minimum distance.
5. Work equipment and vehicles will be placed so as to not unnecessarily block an additional traffic lane. They should be placed in the lane of traffic already blocked by excavation or open manhole. City vehicles or utility vehicles have no special parking privileges under the law except "while necessarily in use for construction or repair work."

In unusual or difficult cases of traffic interference, contact the applicable Traffic Engineer several days in advance of the operation in order that the proper arrangements can be made with the Police or Sheriff's Department and other interested agencies.

## GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however; City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of this Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000.00 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that this insurance will operate as primary and that no other insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Workman's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have the City's standard Certificate of Insurance (attached) completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

GENERAL PROVISIONS - continued

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.