REQUEST FOR SEALED BID TO PROVIDE TREE AND STUMP REMOVAL SERVICES FOR FISCAL YEAR 2013-2014
PROJECT NO. 13-30

CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

BID SPECIFICATIONS

FOR

TREE AND STUMP REMOVAL SERVICES FOR FISCAL YEAR 2013-2014
PROJECT NO. 13-30

Bid Opens: October 17, 2013, 2 p.m.

CONTRACTOR MUST HAVE A CLASS C-61 (D-49) LICENSE

FOR INFORMATION REGARDING THIS PROJECT CALL PROJECT ENGINEER,
Trina Manzer, (209) 937-7412, OR EMAIL,
trina.manzer@stocktongov.com
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1.0 GENERAL INFORMATION

1.1 REQUEST FOR SEALED BID
The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide tree and tree stump removal services for the City of Stockton, California (Project No. 13-30).

1.2 INVITATION TO SUBMIT A BID
Bids shall be submitted no later than ________________, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "TREE AND STUMP REMOVALS SERVICES FOR FISCAL YEAR 2013-2014, (PROJECT NO. 13-30)." Any bid received after the due date will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

1.3 LOCAL BUSINESS PREFERENCE
Stockton Municipal Code Section 3-106.1 reads as follows:
Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter 6, Division 5, shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City.

1.4 CONSEQUENCE OF SUBMISSION OF BID
A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.

B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.

C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 EXAMINATION OF BID MATERIALS
The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.6 ADDENDA AND INTERPRETATION
The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing or via e-mail and deliverable to:

CITY OF STOCKTON
ATTN: TRINA MANZER
PUBLIC WORKS DEPARTMENT
1465 SOUTH LINCOLN STREET
STOCKTON, CA 95206
E-mail: trina.manzer@stocktongov.com

Such request for clarification shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of bids. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at http://www.stocktongov.com/business/bidflash.cfm, not later than Monday, October 7, 2013 and will become part of the bid. The bidder should await responses to inquires prior to submitting a bid.

1.7 DISQUALIFICATION
Any of the following may be considered cause to disqualify a bidder without further consideration:

A. Evidence of collusion among bidders;
B. Any attempt to improperly influence any member of the evaluation panel;
C. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
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D. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
E. Bidder requesting to terminate a public agency contract prior to end of contract term.

1.8 INFORMAL BID REJECTED
A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

A. Any of the bid forms are left blank or are materially altered;
B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.9 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED
Contractor shall not subcontract any portion of the work without having first obtained approval from the City. City is under no obligation to approve Contractor's request to subcontract any part of this work.

Should City approve Contractor's request to subcontract any part of this work the following conditions apply:

A. The bidder/Contractor assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

1.10 LICENSING REQUIREMENTS
Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder. A Class C-61 (D-49) State Contractor's License is required for this project.

A City of Stockton Business license is required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.11 INSURANCE REQUIREMENTS
Bidder, at bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in Attachment A.

The bidder shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-8629 with any questions regarding insurance requirements.

Maintenance of proper insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

1.12 **HOLD HARMLESS DEFENSE CLAUSE**

The Contractor shall indemnify, hold harmless and defend the City of Stockton (CITY) and each of its Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City of Stockton, the Contractor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Contractor or any of its employees or agents in the performance of this contract. The Contractor’s obligations under the preceding sentence shall apply regardless of whether the CITY or any of its Mayor, Council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the sole active negligence or willful misconduct of the City of Stockton.

If the Contractor should sub-contract all or any portion of the work to be performed under this agreement, the Contractor shall require each sub-contractor to indemnify, hold harmless and defend the City of Stockton, it's Mayor, Council, officers, officials, employees volunteers or agents in accordance with the terms of the preceding paragraph.

1.13 **APPLICABLE LAW**

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.14 **METHOD OF PAYMENT**

See Section 2.6.
1.15 NOTICE TO OUT-OF-STATE VENDOR
Do not charge any sales or use tax on this purchase. The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number \textbf{SR KHE 28-051174 DP}. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the Administrative Services Department at (209)937-8360.

1.16 TERM
See Section 2.4.

1.17 FUNDING
Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.18 AUDITING OF CHARGES & SERVICES
The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

1.19 BID SECURITY
Every bid offered shall be accompanied by cash or other acceptable financial instrument in favor of and payable at sight to the City of Stockton for an amount not less than $2,000.00 or a bidder's bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than $2,000.00 and no bid shall be considered unless accompanied by such check or bidder's bond.

If bidder elects to accompany their bid with a bidder's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the
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contract and the said bidder shall fail, neglect, or refuse to enter into a contract to said equipment or materials, then the amount therein mentioned in the bidder's bond accompanying the bid of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said equipment or materials, as hereinbefore provided within thirty (30) days of award, then the cash, cashier's check, or certified check and the amount therein mentioned, accompanying the bid of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying bidder has accompanied their bid with a bidder's bond, appropriate legal action to collect the bidder's bond, shall be undertaken.

1.20 PERFORMANCE BOND

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of $10,000.00 and shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds

1.21 AWARD

Upon conclusion of the bid process, a contract may be awarded to provide Tree Removals and Tree Stump Removal Services for the City of Stockton, California.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

1.22 CHANGES

The City’s Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the bidder or as recommended by the bidder’s project manager, pursuant to the adopted City of Stockton
Standard Specifications.

1.23 OTHER GOVERNMENTAL AGENCIES
If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.24 PRODUCT OWNERSHIP
Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.25 CONFIDENTIALITY
If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

1.26 PRE-BID INFORMATION/MEETINGS
All areas are open and available for inspection.

A pre-bid meeting will not be conducted for this work.

1.27 PREVAILING WAGES
Prevailing wage rates are required for this project according to State and Federal Labor laws. Rates can be obtained from www.dir.ca.gov/dlsr/pwd/northern.html.

Contractor shall submit monthly certified payroll reports.

1.28 CONTRACTOR’S SAFETY RESPONSIBILITY
The scope of work for this project has not been reviewed for special risks or hidden dangers that may be present to employees of the bidder or any subcontractor. The bidder is required to identify, notify employees, and
implement special precautions to prevent injuries to employees. Additionally, the bidder is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

2.0 GENERAL DESCRIPTION OF WORK
The City desires to procure the services of a licensed tree service contractor to provide tree removals and tree stump removal services throughout the city of Stockton and disposal of the material generated. Contractor is expected to provide all necessary labor, tools, implements, equipment, material, and supplies to complete the contracted work and to properly dispose of all materials generated in the course of the work. Work locations may include, but not be limited to, residential front yards, “park strips” between the sidewalk and curb in front of a residence, “streetscaping areas” between masonry fences and curbs and tree wells along thoroughfares.

2.1 SPECIFICATIONS
The work embraced herein shall be done in accordance with the City of Stockton, Department of Public Works, Standard Specifications and Plans insofar as the same may apply and in accordance with the following Special Provisions. To the extent the Department of Transportation Standard Specifications implement the STATE CONTRACT ACT they shall not be applicable since the City of Stockton is not subject to said act. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. In the event of conflict between the governing codes (such as the most current building code, and others), as applicable, and the Standard Specifications and the Special Requirements, the governing code requirements shall take precedence.

The bidder shall examine carefully the site of work and the Plans and Specifications. The bidder shall investigate to their satisfaction all site conditions to be encountered; the character, quality and quantity of surface and subsurface materials or obstacles to be encountered; the work to be performed; the materials to be furnished and installed; and the requirements of the Proposal, Plans, Specifications, and Contract. If omissions, discrepancies or apparent errors are found in the Plans and Specifications and/or these Special Provisions prior to the date of the bid opening, the bidder shall submit a written request for clarification. A clarification will be given in the form of addenda to all bidders if time permits.

2.2 LOCAL HIRE ORDINANCE
Stockton Municipal Code Section 3.68.095 Local employment—Public works contractors: Though this is not a construction project, Stockton Municipal Code Section 3.68.095 will apply to this work.
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Please refer to the link:
http://www.stocktongov.com/bidflash/publicworks/index.cfm

2.3 CONTRACT AWARD
Award of contract will be to the lowest responsible bidder. Should additional tree and/or tree stump removals be added during the term of the contract, the City may consider amending the contract to allow contractor to perform additional tree removals and/or tree stump removals services at the same cost as shown in the Contractor's Schedule of Values located on page 3 of the Bidding Schedule.

2.4 BEGINNING OF WORK, INITIAL CONTRACT TERM, AND TIME OF COMPLETION
Upon approval of the contract by the City Council for said work and the furnishing of said materials, the performance of said work and the furnishing of said materials shall be executed beginning with the contractor's receipt of a notice to proceed from the City and executed within ninety (90) working days. Should the contract be extended pursuant to Section 2.12 of these Special Provisions, the extended contract shall continue to be diligently prosecuted to the termination date of the contract extension(s).

2.5 CITY REPRESENTATIVES
Representative(s) from the Public Works Department will manage/administer this contract and inspect the Contractor's work. The City Representative has the authority to act on behalf of the Public Works Department and City.

2.6 PAYMENT
Payment requests shall be submitted monthly. Contract work done for the month will be paid for in arrears. Invoices for the month's service will be approved for payment only once all required reports are received. Once an invoice is approved for payment, Accounts Payable typically issues a check within 30 days.

Contractor shall provide monthly reports as detailed in Section 2.9 Submittals with the monthly billing.

Invoices submitted without all reports will not be processed for payment until all reports are received.

The City reserves the right to pay only on a prorated basis for actual tree services completed for the month.

Work not performed will be deducted from Contractor's invoice according to the Schedule of Values for Maintenance Services submitted with Contractor's bid and Section 2.7 Payments Withheld.

2.7 PAYMENTS WITHHELD
Payment may be withheld to such extent as may be necessary to protect the City from loss including, but not limited to, the following reasons:

A. Defective work.
B. Work not performed.
C. Incomplete/partially completed work.
D. Not submitting required reports.
E. Contractor caused damage to property that has not been repaired.
F. Failure of the Contractor to make payments to subcontractors or suppliers for material and labor.

If part or all of Contractor's monthly payment must be withheld due to defective work, work not performed and/or incomplete work, failure to submit required reports, and/or failure of the Contractor to make payments to subcontractors or suppliers for material and labor, in addition to any deduction for non-performance, an additional $250.00 will be deducted to offset City costs to process the reduction. The Schedule of Values for Tree Services submitted with Contractor's bid will be used to determine the value of defective work, work not performed and/or incomplete work to be deducted from Contractor's invoice.

2.8 CONTRACTOR QUALIFICATIONS, RESPONSIBILITIES, STANDARDS OF PERFORMANCE, AND WORKMANSHIP
Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City.

QUALIFICATIONS

Fingerprinting/Background Check:
If selected for this work, Contractor and all Contractors' employees assigned to this work are required to submit fingerprints in a manner authorized by the State of California Department of Justice. Contractor and all Contractors' employees assigned to this work shall submit fingerprints prior to start of work. Contractor is responsible for all costs of fingerprinting and background check.

Any Contractor who has been convicted of certain criminal offenses (disqualifiers) as specified in California Public Resources Code Section 5164 is not eligible to submit a bid for this work. Any of Contractor’s employees who have been convicted of certain criminal offences (disqualifiers) as specified in California Public Resources Code Section 5164 are not eligible to perform any work at any of the sites under this contract. Contractor and all of Contractor’s employees assigned to this work must be found not have any disqualifying convictions prior to Contractor/Contractor's employees being allowed to
commence work under this contract. In addition, if any of Contractor's employee(s) assigned to this work is/are subsequently found to have a disqualifying conviction, that/those employee(s) shall be immediately removed from the work site and shall not be allowed to perform any further work under this contract. If Contractor is subsequently found to have a disqualifying conviction, the contract will be immediately terminated and Contractor shall not perform any further work.

Contractor selected to perform this work shall certify in writing to the City that neither the Contractor nor any of Contractor's employees have been convicted of any of the offenses specified in California Public Resources Code Section 5164. Certification must be provided prior to Contractor being allowed to start work.

Minimum Age Requirement: All employees of the Contractor must be a minimum of 18 years of age.

Conflict of Interest: The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

Experience: It is the intent to call for the highest level of quality in tree services compatible with the International Society of Arboriculture Standards and Practices and modern techniques accepted by the industry. All tree removal services shall be performed by a person(s) with at least one (1) year of relevant experience, and directly employed and supervised by the Contractor. Such Contractor shall have at least two (2) years of relevant experience in tree removals similar in size to those for which these Special Provisions apply.

Licensing: Contractor shall possess a valid and proper State Contractor’s License Classification C-61 Limited Specialty, D-49 Tree Service License.

Contractor shall possess a City of Stockton Business License before starting work and must maintain a City of Stockton Business License for the term of the work and any extension/s.

RESPONSIBILITIES
The Contractor shall appoint a Project Manager/Account Manager/Supervisor who shall be responsible for the quality and performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. As used in this contract, the term “Project Manager” shall include the alternate as specified above. The Project Manager, or his/her designee, should generally be available during normal working hours to meet with the City Representative to discuss any problem areas. Contractor shall provide City Representative contact information for both the Project Manager and alternate. The Project Manager shall have a telephone and email to permit timely contact by the
City. The Project Manager must respond to a call or email within 30 minutes.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, hauling, dumping, proper protection and all other items needed, or as directed to perform the work described in these special provisions.

Contractor shall have a designated person at the work site that has the authority to respond to the City Representative and/or any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any essential information.

Contractor shall provide supervision of all work crews at all times while performing work under this contract. Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein. Contractor is solely responsible for the day-to-day supervision and control of Contractor’s employees. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times.

Contractor shall employ a sufficient number of competent and skilled staff to ensure performance of the work described. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

The City shall, throughout the life of the contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the City representative rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. Replacement staff must pass fingerprinting/background check before being allowed to work on this project. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while at a work area/site, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

Persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

**Damage to Improvements and Protection of Property:**

The contractor, in the course of performing the specified work, shall be responsible to report to the City Representative any trees which appear to be in a hazardous condition or state.
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Should any portion of the work list be unclear, Contractor shall immediately contact the City Representative for clarification.

Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations so that steps can be taken to protect the personal property. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements/property caused by Contractor.

Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

**Inventory of Tools, Equipment, and Materials:** Contractor shall have adequate inventory of tools, equipment and materials used in the performance of this contract. Contractor shall provide all supplies necessary to accomplish the required services.

**Disposal of Material:** Contractor shall legally dispose of all waste material generated through tree and tree stump removal operations. Contractor shall provide a monthly report of the amount in tons of material disposed and where the material was disposed.

**Safety:** Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. Contractor is solely responsible for advising and educating all personnel to the health hazards associated with this work prior to personnel commencing work under this contract.

All work shall be performed with the utmost concern for safety of both the public and the workers. Where necessary, contractor shall barricade or temporarily close to the public those areas that are being serviced.

**Illness and Injury Prevention Program:** Contractor shall have an Illness and Injury Prevention Program. Contractor shall submit a copy of the Illness and Injury Prevention Program manual with their bid.
**Harassment Policy:** Contractor shall have a written policy that at a minimum prohibits harassment and discrimination in employment on the bases of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute as consistent with state or federal law. The prohibition applies to all officers and employees of the Contractor and their interaction with City personnel and the members of the public encountered during the course of Contractor's work. Contractor's policy shall at a minimum be comparable to the City of Stockton City Manager Administrative Directive HR-15 Discrimination and Harassment Policy attached as Attachment B. Contractor shall submit a copy of their policy with their bid.

The policy shall applies to all aspects, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

All allegations of harassment shall be investigated promptly by the Contractor. If it is determined that harassment has occurred, Contractor is responsible to ensure remedial action is taken. Such action may include disciplinary actions up to and including termination. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

Contractor is responsible and shall ensure that any of Contractor's staff who has been determined to have retaliated against or participated in retaliating against any person who has brought forth, in good faith, a complaint of harassment, or any employee who retaliates against any person who participates in an investigation of any such complaint is disciplined, up to and including termination. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.

**Found Items:** Contractor shall ensure that all items of possible personal or monetary value found by Contractor/Contractor's employees are turned in to the City representative.

**Key Control:** Contractor shall ensure all keys and security codes issued to Contractor are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor shall be duplicated. Contractor shall have a written key control program available to the City upon request.

**STANDARDS OF PERFORMANCE**
All other portions of these special provisions notwithstanding, it is intent of these special provisions that, at a minimum, the Contractor adhere by the Tree Removal and Tree Stump Removal Specifications to the satisfaction of the Public Works Director or Designee/s. It is the intent to call for the highest level of quality in tree services compatible with the International Society of Arboriculture Standards and Practices and
modern techniques accepted by the industry.

Contractor shall have adequate equipment and employ adequate staff to accomplish the work specified. All work shall be performed with the utmost concern for safety of both the workers and the public. Contractor shall submit project references with contact persons and a telephone number where said person may be contacted. Relevant experience shall include, but not be limited to, having performed similar tree services to those required by the City of Stockton.

Each employee of the Contractor shall wear a uniform that has been approved by the Public Works Representative which clearly identifies the Contractor's company and the employee. Such uniform shall be consistent for all workers and shall be worn at all times while the performing work as per this contract document. Said uniform shall be kept in a neat and orderly manner.

Any vehicles regularly used by the Contractor or those persons representing the Contractor's company, shall be in proper working order and in a good state of repair, and shall clearly present the Contractor's company name, address, and telephone number of local office.

**WORKMANSHIP**

Contractor shall perform work to the satisfaction of the Public Works Director or Designee/s. The Contractor shall cooperate with the Public Works Director or Designee/s to enable determination of contract compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Public Works Director or Designee/s. Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

**Quality Control**

Contractor shall have a quality control program and shall submit a copy of the program with their bid.

**2.9 SUBMITTALS AND INSPECTIONS**

1) Within fifteen (15) calendar days after the award of the contract, Contractor shall submit a work schedule showing the proposed days and location(s) of the tree work to be performed. Contractor will not be allowed to commence work until a work schedule is submitted. Should Contractor wish to later modify this schedule, a written request must be submitted to and approved by the City Representative prior to the revised schedule becoming effective.

1) The Public Works Representative will conduct regular inspections of Contractor's work. Monthly, the Public Works Representative shall meet
with Contractor to evaluate Contractor's services. During such meetings, the Contractor's past billings may be reviewed for compliance with the contract.

2) Contractor shall provide the Public Works Representative the following reports attached to the monthly progress billings:

a) Report of any problems encountered.

b) Waste disposal report submitted electronically in an Excel spreadsheet or other comparable program that is compatible with City software. Report shall include the amount of material, type of material and where material was disposed and shall include copies of the disposal tickets/receipts.

c) Report of all work accomplished for the month and cumulatively for the project overall, (listing at a minimum each address and bid item and bid quantity completed at each address) in an Excel spreadsheet or other comparable program, all subject to approval by the City.

2.10 EXTENSION OF CONTRACT

Upon a request from the Contractor, the City may extend this contract for up to three (3) years but in no case shall the contract be extended for more than three (3) years from the original contract expiration date. Contractor shall note on their bid form any increase in compensation requested for the extensions term/s. The Contractor must submit their request for a contract extension in writing to the City Representative at least one hundred and eighty (180) days prior to the expiration of the contract or any extension granted. Based on the Contractor's performance, the City Representative will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager.

2.11 MEETINGS

Upon award of the contract and before initial start of work, the Contractor shall contact the Tree Supervisor at (209) 937-7075 for a pre-job meeting.

At least once (1) each month, Contractor shall meet with the Tree Supervisor. The purpose of the meeting is to review the status of the tree removals and tree stump removals, conformance of the work to the specifications, contractor’s work schedule, locations that need special attention or correction, and any difficulties contractor may be experiencing. Failure to be available to meet with the Tree Supervisor on a monthly basis will constitute a breach of contract. During this meeting, Contractor is expected to report any and all hazardous or potentially hazardous conditions that may exist or that pose a potential threat to public health or safety. Said reporting shall be done even if correction of the condition is not within the scope of service required of the Contractor.
2.12 **Lane Closures and Traffic Control**
Any contemplated lane closures must have prior approval by the City. Should Contractor desire to close a traveled lane of any roadway to accomplish the work on this contract, such lane closure shall occur only between the hours of 9:00 a.m. and 3:30 p.m. No more than one lane may be closed at any one time. No lane shall be closed prior to 9:00 a.m. No lane shall remain closed after 3:30 p.m. The Contractor shall provide the City Representative a work schedule and schedule of any contemplated lane closures. All traffic control shall conform to the Work Area Traffic Control handbook, a.k.a. the WATCH Manual.

2.13 **SCOPE OF WORK**
Work will generally consist of tree and tree stump removal services in various locations in city of Stockton. It is expected that Contractor will provide the highest level of quality in tree services compatible with the International Society of Arboriculture Standards and Practices and modern techniques accepted by the Society.

2.13.1 **Hours and Days of Work:** All maintenance work using equipment powered by an internal combustion engine, including, but not limited to, chain saws, blowers, chippers, and any other heavy equipment, is expected to be performed between the hours of 7:00 a.m. and 10:00 p.m.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the labor unions, and that work requires inspection or supervision by the City of Stockton (the City) and/or the Tree Supervisor/City Representative, the Contractor shall reimburse the actual costs of inspection and supervision and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2.13.2 **Tree Removals and Stump Removals**
Removals with Stumping shall be indicated by the Tree Supervisor or designated representative. All above ground parts of the tree shall be removed. Stumping shall be as indicated below. A forty-eight (48) hour notice in the form of a flyer or door hanger shall be left by the contractor before all removals and stumping.

**Stump Removal Requirements shall be as follows:**
- The contractor shall have all stump locations surveyed for underground utilities (USA North Underground Survey, 1-800-227-2600) prior to stump grinding.
- The tree stumps shall be ground to a minimum depth which completely removes the heart of the stump and the roots are separated by at least eighteen (18) inches, or ground to minimum depth of eighteen (18) inches and minimum width of eighteen (18) inches past the edge of the stump at
ground level, whichever is greater.

- All surface roots within a six (6) foot radius of the center of the stump shall be removed.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.
- The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.
- Ground wood chips from the stump removal shall be used with imported loamy soil (free of woodchips and debris) to backfill the void. A mix of 40% wood chips and 60% loamy shall be used for backfill purposes, leaving a two (2) to three (3) inch mound of mix to allow for settling. All extra chips shall be disposed of by the contractor. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

Site Cleanup
Site cleanup shall be completed immediately after each tree, section of trees or stump removal has been completed. This means that all logs, branches, twigs, wood chips, leaves, wood dust or any other plant materials or any other materials generated during the job shall be removed from the work area before leaving. If this is not possible then barricades or cones or caution tape must be used until the site is clean as determined by the Tree Supervisor or designated representative.
VENDOR shall procure and maintain for the duration of the Agreement, insurance against all 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 VENDOR, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:

   A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for “any auto” with combined single limits of liability of not less than $1,000,000 each occurrence.

   B. **WORKERS’ COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE**;

   FOR **ADDITIONAL** REQUIREMENT(S):

   (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage’s, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Vendor’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Vendor’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified
5. mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

6. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor’s full policy limits and these minimum requirements shall not restrict the Vendor’s liability or coverage limit obligations.

7. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

8. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY’s execution of the Agreement and start of work.

9. Proper address for mailing certificates, endorsements and notices shall be:

   City of Stockton  
   Attention: Risk Services  
   425 N. El Dorado Street  
   Stockton, CA 95202

10. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor’s insurance shall have the same impact as described above.
HOLD HARMLESS

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.