

# CHAWANAKEE UNIFIED SCHOOL DISTRICT

## TREE REMOVAL SPECIFICATIONS

### I. Scope of Work

To provide all labor, supervision, equipment, services, and expertise necessary to perform urban forestry maintenance work in the Chawanakee Unified School District as specified herein. Since this work is of a potentially dangerous nature, and requires special expertise, it is to be performed by a contractor that derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractors must have been in business for at least three years. The contractor has the responsibility to:

- A. Remove designated trees.
- B. Stack & haul logs off site.
- C. Chip/grind limbs
- D. Remove/Burn excess material and clean-up site.
- E. Guarantee that specifications be met.
- F. Keep work site safe at all times.

### II. Definitions

**Reference:** Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs.

**Specified:** Means as “specified” in the invitation to bid.

**ANSI Z-133:** American Standard of Tree Worker Safety.

**District:** Chawanakee Unified School District.

**District Administrator:** The District representative that will administer the technical aspects of this tree removal contract. The District administrator for this contract is the Director of Maintenance and Operations.

**Contractor:** A company that earns the majority of its annual revenue for pruning, removing, or maintaining trees and/or shrubbery.

### III. Work Procedures

- A. **Equipment:** All bidders must have in their possession or available to them by formal agreement at the time of bidding: trucks, devices, saws, chippers, hand tools, aerial and other equipment and supplies which are necessary to perform the work as outlined in these specifications. The District may inspect such equipment or agreements prior to the awarding of a contract.
- B. **Tree Location:** Work limited to trees located on all public rights-of-way and District-owned property.

All work under this contract shall be assigned by supplying the Contractor with a list of trees that have been marked with blue paint for priority removal. The District reserves the right to change, add, or delete areas or quantities to be removed as it deems to be in its best interest. Removal operations will commence no later than thirty (30) days after the contract has been awarded and will be completed no later than November 1, 2017. The Contractor will be responsible for notifying the appropriate utility authority before removing trees growing in the utility wires. Contractor will be responsible for any damage to utilities during the removal process.

- C. **Public Relations:** An information sheet will be sent by the District Administrator to the property owners.

- D. **Supervision:** Contractor consults with the District concerning details of scheduling of all work. Contractor has a competent person in charge of his work at all times to whom the District may issue directives and who shall accept and act upon such directives, and who reads, speaks, and writes English competently. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of contract unless such directives would create potential personal injury of safety hazards.
- E. **Inspections:** The District is called at (559) 868-3668 before 8:30 a.m. on mornings of each working day and told exact location of that day's work. The District inspects work at its discretion and in advance of the completion of this contract, to provide a final inspection.
- F. **Removal Specifications:**
1. Removals will include topping and other operations necessary to safely remove the assigned trees.
  2. No trees or trunks are felled or left lying onto pavement.
  3. Adjacent sidewalks, lawns, streets, and gutters will be cleaned.
  4. All wood chips will be piled in one location or spread throughout the grove.
  5. All labor, supervision, equipment, materials, and supplies necessary for the execution of this work must be provided for by the contractor at no additional cost to the District.
  6. All debris disposal will be provided by the contractor at no additional cost to the District. The chosen contractor will be required to follow the ANSI Z-133 Standards for tree worker safety.
- G. **Traffic Control:** Is total responsibility of Contractor and is coordinated with the proper department of the District of Chawanakee Unified. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.
- H. **Safety:** Work conforms to the latest revision of American National Standards Institute Standard Z-133.1 (Safety Requirement for Pruning, Trimming, Repairing, Maintaining, Removing Trees, and for Cutting Brush). At the time a contract is entered into, the Contractor shall certify in writing to the District that all Contractor's employees working on this job are either 'Qualified Line Clearance Tree Trimmers' or 'Qualified Line Clearance Tree Trimmer Trainees', as defined in the above ANSI Z- 133.1 Standards.
- I. **Clean Up:** Clean-up procedures are completed within four hours after debris have been placed around the site of each tree requiring removal. The work site is left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees are kept off private property. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, brush, and debris resulting from the tree maintenance operations. Wood may be left for residents, but that not sold.
- J. **Damages:** Done by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and are repaired or compensated for by the Contractor to the satisfaction of both injured party and the District at no cost to the District.
- K. **Insurance:** Contractor shall be fully insured as specified and shall be completely covered by State Workers' Compensation during the life of this contract. The Contractor shall have liability insurance in the amount of \$500,000.00 min. for each occurrence and shall name the District as an additional insured on its policy for the work being performed in the Chawanakee Unified School District.
- L. **Payments:** Partial billings are acceptable, but not more frequently than every two weeks. Payment are made according to actual number of trees removed and will be made in two installments or one once the job is completed to standard with District inspection.
- M. **Working Hours:** The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Sunday.
- N. **Subcontracts:** The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the District. The Subcontractor, as approved, shall be bound by the conditions of

the contract between the District and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All directions given to the Subcontractor in the field shall bind the Contractors as if the notice had been given directly to the Contractor. R. Execution of Contract: The successful Bidder shall, within five (5) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the District on forms included within the bidding documents for the performance of work awarded him and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder. The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promises made by representatives of the District, or other persons.

- O. **Discontinuance of Work:** Any practice obviously hazardous as determined by the District shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- P. **Observance of Laws, Ordinances, and Regulations:** The Contractor, at all times during the term of this contract, shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts and competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules, and regulations as they related to hiring, wages, and other applicable conditions of employment.
- Q. **Supervision:** This contract will be under the direct supervision of the District or its authorized representatives. Any alteration or modifications of the work performed under this contract shall be made only in written agreement between the Contractor and the District-authorized representative and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.
- R. **Bidding Specification and Contractual Terms:** Tree maintenance work done under the direction of this contract shall be bid on forms as provided by the District. (Not applicable to this project.)
- S. **References:** Municipal tree removal experience is required. The bidder will provide a list of municipal agencies that it has serviced in the past five years with a contact person listed.
- T. **Award:** For a bid to be considered, prices must be quoted for the entire pruning and removal project.
- U. **Contract Termination:** The District shall have the right to terminate a contract or a part thereof before the work is completed in the event:
  - 1. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
  - 2. The Contractor is not adequately complying with the specifications;
  - 3. Proper arboricultural techniques are not being followed after warning notification by the District or its authorized representatives;
  - 4. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity;
  - 5. The Contractor in the judgment of the District is unnecessarily or willfully delaying the performance and completion of the work;
  - 6. The Contractor refuses to proceed with work when as directed by the District; or
  - 7. The Contractor abandons the work.
- V. **Indemnification:** I, the Contractor, agree to indemnify, hold harmless, and defend the District from and against any and all loss, damage, or expense which the District may suffer or for which the District may be liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the District for any settlement of any complaint affected without the prior

written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the District's trees by persons (other than employees of the Contractor engaged in the work contemplated by this agreement) who are around such trees.

**W. Work Summary**

Tree Removal: North Fork Elementary School, Mountain Oaks, and Manzanita Schools. Contractor to ensure protection and restoration of any drain gutter, curb, lawn and/or landscape area impacted before, during and after tree removal.

**X. Bid Due Date**

All bids are to be submitted in writing on/before Friday, September 22, 2017.

To: Chawanakee Unified School District

Attn: Tree Removal

P.O. Box 400, North Fork, CA 93643

Please submit your response by email [bbiedermannl@mychawanakee.org](mailto:bbiedermannl@mychawanakee.org) no later than 4:00 PM Pacific time on Wednesday, November 1, 2017 @ 4:00pm. No hardcopies are required.

The District will select the contractor it believes provides the best value to the District considering all proposal content areas.

Respondents are asked not to contact any District staff or elected officials. Questions regarding the RFP should be directed to [ffaysal@mychawanakee.org](mailto:ffaysal@mychawanakee.org) or (559)868-3668.

Thank you in advance for your time and interest.

Sincerely,

Fred Faysal