

ATTACHMENT B

SCOPE OF WORK

PROJECT DESCRIPTION: The City of San Leandro is requesting a bid for the trimming of what is categorized as High Maintenance Trees. Specific species include Chinese Elm, American Elm, Fruitless Mulberry, and Carob trees. Grape Myrtle, Oak and Redbud trees are also included in this scope. Trees species, quantity, location, and work requested is identified in Tables 1 and 2.

SCOPE OF WORK: Furnish all labor, tools, equipment, materials, transportation, and perform all operations necessary and incidental for the proper execution and completion of all tree trimming in accordance with the specifications.

A D-49 Tree Service Contractor's License is required for this work. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the California Business and Professions Code.

CLEANUP: All branches, brush, leaves and debris are to be removed from the site and properly disposed of by the Contractor each day as part of the bid price. The intent is that all areas are to be left in as clean as 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.

CORRECTION OF HAZARDOUS CONDITIONS: If, in the determination of the Street 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 Street Supervisor will notify the Contractor's office by telephone. The Contractor shall commence correction of such condition by placement of barricades or otherwise directed by the city 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 city 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.

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) and including thinning, removal of dead wood and tipping back. 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.

Contractor will not be paid for any trees not trimmed consistent with these specifications. If at any time, contractor shows an inability to trim consistent with these specifications, the Street Supervisor, or said representative, will have the authority to order Contractor to cease all trimming and to have the Purchase Order cancelled.

WEEKLY MEETINGS: Contractor shall be required to meet weekly with the Street Supervisor or his representative to confirm the work completed, discuss any issues that may have occurred, and to review the contractor's proposed work schedule.

GENERAL PROVISIONS

ACCESSIBILITY: The contractor shall be fully informed of any peculiarities and limitations of the spaces available for the performance of work under their contract. They shall exercise 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 proposal includes performing services or installation on City property, the Contractor must have current City Business License. Additional Information can be found online at: <https://www.sanleandro.org/340/Business-License>

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.

COMMENCEMENT OF WORK: Contractor selected shall have five (5) business 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.

COMPLETION OF WORK: Beginning on the first working day from the determined project start date, the contractor shall have **ninety (90) working days for the completion of work.** Contractor shall notify the City in writing when the work is ready for review. If deemed not ready for review, the contractor will be directed to continue. If deemed ready for review, a punch list will be prepared and issued; contractor shall allow 10 working days for punch list preparation and issuance.

All items on the punch list must be completed to the City's satisfaction before the work will be considered complete. When the City determines these items are resolved, and the work has been completed in accordance with the Contract Documents, the City will accept the project and provide final payment.

CONTRACT INCORPORATION: The Non-Professional Services Agreement (NPSA) constitutes the 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.

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 all damages or claims that may arise because of inconvenience, delays, or loss experienced by

them because of the presence and operations of other contractors working within the limits of the same project.

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.

DAYS OF WORK. All work shall be done Monday through Friday between the hours of 7:00 a.m. to 4:00 p.m. excluding designated City holidays, unless otherwise directed by a City official.

The following are the designated City holidays:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The second Monday in February (Lincoln's Birthday)
- The third Monday in February (Washington's Birthday)
- March 31 (Cesar Chavez Day)
- The last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans' Day).
- The fourth Thursday in November (Thanksgiving Day)
- The day after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)
- December 31 (New Year's Eve)

EXAMINATION OF SPECIFICATION AND SITE: Contractor is expected to carefully examine the site of the proposed work and all project specifications, documents, and forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INSURANCE REQUIREMENTS: Within twelve (12) consecutive calendar days of award of contract, Contractor must furnish the City with the Certificates of Insurance proving coverage as specified in **Insurance Requirements**. Additional information about the insurance requirements may be found in **Section 4 of the Non-Professional Services Agreement**.

LAWS – ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS: The contractor shall adhere to all applicable health and safety laws and regulations. Safety Requirements are provided in Section 3.1 of the Non-Professional Services Agreement.

LIQUIDATED DAMAGES: Time is of the essence of the 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 Contractor on their proposal for the completion work or delivery of the goods specified. Failure of Contractor 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.

LICENSES: Contractor must possess current California Contractors License and DIR Registration for duration of contract. Contractor must have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions as specified in Section 7.4 of the Non-Professional Services Agreement.

MEASUREMENTS: It is the responsibility of the Contractor to make all measurements to determine their proposed 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.

SPILL PREVENTION & CONTROL: The Contractor shall take precautions to prevent accidental spills during the work under this contract and keep a stockpile of spill control materials, such as rags or absorbents, readily accessible onsite.

In the event of a spill, the Contractor shall:

1. Report any hazardous materials spills immediately to the Alameda County Fire Department, the Alameda County Hazardous Materials Division, and other state and local agencies as required by state and local regulations.
2. Immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials.
3. Not wash any spilled material into the streets, gutters, storm drains, or creeks.

STORM WATER BEST MANAGEMENT PRACTICES: To eliminate storm water pollution, the Contractor shall implement effective control measures at construction sites. BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system.

The Contractor shall implement all applicable BMPs including but not limited to the following:

- Store materials that have the potential to be transported to the storm drain system, by storm runoff or by a spill, under cover in a contained area or in sealed waterproof containers.
- During wet weather or when rain is in forecast, store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured with weights to prevent contact with rain
- Use tarps on the ground to collect fallen debris or splatters that could contribute to storm water pollution.

- Pick up litter and other wastes daily from outside areas including the sidewalk area, gutter, street pavement, and storm drains impacted by the project; all wastes shall be stored in covered containers or disposed of or recycled immediately.
- Inspect vehicles and equipment arriving on-site for leaking fluids, and promptly repair leaking vehicles and equipment; use drip pans to catch leaks until repairs are made.
- Avoid spills by handling materials carefully.
- For guidance on selecting and implementing effective control measures the Contractor is directed to California Stormwater Quality Association (CASQA) at: <http://www.casqa.org>.

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. 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.

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. 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.

Contractor is required to submit a Traffic Control Plan and obtain an encroachment permit prior to commencing work. Contact the Engineering and Transportation Department at 510-577-3428 for assistance.

UNKNOWN OBSTRUCTIONS: Should any unknown obstruction be encountered during their contract the Contractor should 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.

WAGES: This contract requires the payment of prevailing wages for the State of California or the City of San Leandro Living Wage, whichever is higher. Additional provisions are outlined in Section 1.5 and Exhibit D of the Non-Professional Services Agreement.

WORK EXPERIENCE: Contractor shall be qualified to perform the work as prescribed. Contractor shall demonstrate experience by providing work references for the past three years as specified in Attachment B.

*List of trees and locations on the following page.

Table 1
High Maintenance Trees- Phase I

| Address No. | Street | No. of Trees | Species | Landmark (if any) / Notes | Previous Trim |
|----------------------------|--------------------------------|--------------|--------------|-----------------------------------|---------------|
| 14300 | Bancroft Ave @ Toyon Park | 2 | Chinese Elm | | FY 2021 |
| 14300 | Bancroft Ave @ Toyon Park | 2 | Mulberry | | FY 2021 |
| 14871 | Bancroft Ave | 2 | Carob | | FY 2021 |
| 1176 | Billings Blvd | 1 | Chinese Elm | | FY 2021 |
| 1109 | Bodmin Ave | 1 | Carob | | FY 2021 |
| 2305 | Cherry St | 2 | Mulberry | | FY 2021 |
| 15349 | Churchill St | 1 | Carob | | FY 2021 |
| 15389 | Churchill St | 1 | Carob | | FY 2021 |
| 1916 | Cleveland St | 1 | Chinese Elm | | FY 2021 |
| 1944 | Cleveland St | 1 | Chinese Elm | | FY 2021 |
| 1959 | Cleveland St | 1 | Chinese Elm | | FY 2021 |
| 1960 | Cleveland St | 2 | Chinese Elm | | FY 2021 |
| 1975 | Cleveland St | 2 | Chinese Elm | | FY 2021 |
| 1976 | Cleveland St | 2 | Chinese Elm | | FY 2021 |
| 1991 | Cleveland St | 1 | Chinese Elm | | FY 2021 |
| 2032 | Cleveland St | 2 | Chinese Elm | | FY 2021 |
| 2048 | Cleveland St | 2 | Chinese Elm | | FY 2021 |
| 250 | Dutton Ave @ Washington School | 1 | Chinese Elm | behind backstop of baseball field | FY 2021 |
| 530 | E. 14th St | 7 | Chinese Elm | trees on Euclid Ave | FY 2021 |
| 300 | Estudillo Ave @ Main Library | 4 | Chinese Elm | | FY 2021 |
| 14789 | Farnsworth St | 1 | Chinese Elm | | FY 2021 |
| 14806 | Farnsworth St | 2 | Chinese Elm | | FY 2021 |
| 14926 | Farnsworth St | 1 | Chinese Elm | | FY 2021 |
| 1558 | Gilmore Dr | 1 | Chinese Elm | | FY 2021 |
| 341 | Herma Ct | 1 | Chinese Elm | off Victoria Ave | FY 2021 |
| 14387 | Juniper St | 1 | Carob | | FY 2021 |
| 889 | Pershing Dr | 1 | Chinese Elm | at Lillie St | FY 2021 |
| 1002 | Purdue St | 1 | Chinese Elm | | FY 2021 |
| 1015 | Purdue St | 1 | Chinese Elm | | FY 2021 |
| 1197 | Purdue St | 1 | Chinese Elm | | FY 2021 |
| 1911 | San Rafael Ct | 1 | Chinese Elm | | FY 2021 |
| 1915 | San Rafael Ct | 2 | Chinese Elm | | FY 2021 |
| 1979 | San Rafael Ct | 1 | Chinese Elm | | FY 2021 |
| 685 | Sybil Ave | 1 | Chinese Elm | | FY 2021 |
| 747 | Sybil Ave | 2 | Chinese Elm | | FY 2021 |
| 760 | Sybil Ave | 1 | Chinese Elm | | FY 2021 |
| 975 | Victoria Ave | 1 | Chinese Elm | | FY 2021 |
| 994 | Victoria Ave | 2 | Chinese Elm | | FY 2021 |
| 244 | W. Broadmoor Blvd | 2 | Chinese Elm | | FY 2021 |
| 14411 | Wake Ave | 1 | Chinese Elm | | FY 2021 |
| 14515 | Wake Ave | 1 | American Elm | | FY 2021 |
| TOTAL PHASE 1 TREES | | 64 | | | |

Table 2

| Address No. | Street | No. of Trees | Species | Landmark / Notes |
|---------------------------|--------------------|--------------|--------------|------------------------------------|
| 652 | Billings Boulevard | 1 | Oak | |
| 680 | Billings Boulevard | 1 | Oak | |
| 728 | Billings Boulevard | 1 | Oak | |
| 741 | Billings Boulevard | 1 | Oak | |
| 742 | Billings Boulevard | 1 | Oak | |
| 755 | Billings Boulevard | 1 | Oak | |
| 756 | Billings Boulevard | 1 | Oak | |
| 769 | Billings Boulevard | 1 | Oak | |
| 770 | Billings Boulevard | 1 | Oak | |
| 783 | Billings Boulevard | 1 | Oak | |
| 784 | Billings Boulevard | 1 | Oak | |
| 797 | Billings Boulevard | 1 | Oak | |
| 798 | Billings Boulevard | 1 | Oak | new tree |
| 812 | Billings Boulevard | 1 | Oak | |
| 825 | Billings Boulevard | 1 | Oak | |
| 826 | Billings Boulevard | 1 | Oak | |
| 839 | Billings Boulevard | 1 | Oak | tree removed prior to bid award |
| 840 | Billings Boulevard | 1 | Oak | |
| 853 | Billings Boulevard | 1 | Oak | |
| 854 | Billings Boulevard | 1 | Oak | |
| 867 | Billings Boulevard | 1 | Oak | |
| 868 | Billings Boulevard | 1 | Oak | |
| 881 | Billings Boulevard | 1 | Oak | |
| 882 | Billings Boulevard | 1 | Oak | |
| 896 | Billings Boulevard | 1 | Oak | |
| 924 | Billings Boulevard | 1 | Oak | |
| 937 | Billings Boulevard | 1 | Oak | |
| 938 | Billings Boulevard | 1 | Oak | |
| 951 | Billings Boulevard | 1 | Oak | |
| 952 | Billings Boulevard | 1 | Oak | |
| 965 | Billings Boulevard | 1 | Oak | |
| 966 | Billings Boulevard | 1 | Oak | |
| 979 | Billings Boulevard | 1 | Oak | |
| 980 | Billings Boulevard | 1 | Oak | |
| 993 | Billings Boulevard | 1 | Oak | |
| 994 | Billings Boulevard | 1 | Oak | |
| 1007 | Billings Boulevard | 1 | Crape Myrtle | new tree |
| 1008 | Billings Boulevard | 1 | Oak | |
| 1021 | Billings Boulevard | 1 | Oak | |
| 1022 | Billings Boulevard | 1 | Oak | |
| 1035 | Billings Boulevard | 1 | Oak | |
| 1036 | Billings Boulevard | 1 | Oak | |
| 1049 | Billings Boulevard | 1 | Oak | |
| 1050 | Billings Boulevard | 1 | Oak | |
| 1063 | Billings Boulevard | 1 | Oak | |
| 1064 | Billings Boulevard | 1 | Oak | |
| 1078 | Billings Boulevard | 1 | Oak | |
| 1096 | Billings Boulevard | 1 | Pear | |
| 1109 | Billings Boulevard | 1 | Oak | |
| 1112 | Billings Boulevard | 1 | Oak | |
| 1125 | Billings Boulevard | 1 | Oak | |
| 1125 | Billings Boulevard | 1 | Redbud | corner house - tree on Martin Blvd |
| 1128 | Billings Boulevard | 1 | Oak | |
| 1160 | Billings Boulevard | 1 | Oak | |
| 1175 | Billings Boulevard | 1 | Oak | |
| 1192 | Billings Boulevard | 1 | Oak | |
| 1193 | Billings Boulevard | 1 | Oak | |
| TOTAL BILLINGS BLVD TREES | | 57 | | |