



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Invitation for Bid Number: **B061187029**

## REQUEST FOR BIDS And Contract Specifications

FOR: Tree Pruning and Removal Services

***Bids Must Be Received Prior To 2:00 P.M. on November 2, 2005***

**Submit Bids To:** City Clerk's Office  
915 "I" Street, First Floor  
Historic City Hall  
Sacramento, CA 95814

Pre-Bid Conference: October 26, 2005 10:30 A.M.  
Mandatory:  Yes City Corporation Yard – South  
 No 5730 24<sup>th</sup> St, Bldg. 3  
Sacramento, CA 95822

**NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:**  
(Bidder to complete the following information)

Name of Bidder: Fallen Leaf Tree Service Inc.  
Address: 6000 Midway Street Suite 400  
City, State, Zip Code: Sacramento, CA 95828  
Phone Number: (916) 447-8733 (TREE)  
Email Address: fallenleaftree@comcast.net

FILED

NOV - 9 2005

By The  
Office of The City Clerk

FILED

NOV - 9 2005

By The  
Office of The City Clerk

**CITY OF SACRAMENTO  
PROCUREMENT SERVICES DIVISION**

**Invitation for Bid No. B061187029  
Tree Pruning and Removal Services**

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CITY OF SACRAMENTO  
PROCUREMENT SERVICES DIVISION  
**"NO BID" RESPONSE FORM**

IFB NO. B061187029  
Buyer BC

**NOTE:** COMPLETE AND RETURN THIS FORM  
ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-5747.** If you have questions, please call the Purchasing Office at (916) 808-6240. Thank you for your cooperation.

**"NO BID" QUESTIONNAIRE**

(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List.** Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because \_\_\_\_\_
- \_\_\_\_\_
- Other reasons/comments: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can also be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

\_\_\_\_\_  
(Business Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Street Address/P O Box)

Phone: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

Contact: \_\_\_\_\_

\_\_\_\_\_  
(E-mail address)

## **BID INSTRUCTIONS AND REQUIREMENTS**

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

- 1 **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
- 2 **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
  - a To obtain an electronic version of this bid go to Procurement's website at [www.pwsacramento.com/bids](http://www.pwsacramento.com/bids)
  - b All bids shall be delivered to the designated recipient not later than the time specified on the Request for Bids
  - c Bids will be opened, in public, in the City Clerk's Conference Room, 915 "I" Street, First Floor, Historic City Hall, Sacramento, CA, 95814 at or after 2:00 P.M., November 2, 2005

**(Note: Bids must be submitted prior to 2:00 P.M. on the above date)**

- d All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed
- 3 **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications
- 4 **Bid Security.** Bid Security is:         Required                     Not Required
 

If required, bid security approved by the City must accompany the bid, in the amount of 10% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
- 5 **Interest in More Than One Bid.** No bidder shall be interested in more than one bid as provided by City Code Section 3 56.130(D)
- 6 **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion
- 7 **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received
- 8 **City Code.** All provisions of Chapter 3 56 of the City Code are applicable to any bid submitted or contract awarded.
- 9 **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10 **Faithful Performance Bond** A faithful performance bond is:  Required                     Not Required

If required, the successful bidder must submit a faithful performance bond in a form approved by the City Attorney, in the amount of 100% of the total amount of the bid.

- 11 **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment 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.

BID

BID NO. B061187029

FOR SERVICES/SUPPLIES: Tree Trimming and Removal Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the [bidder] or the [Contractor]) submits the attached bid, and certifies as follows: 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 the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Request for Bids, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the [Contract Documents], are fully incorporated herein by this reference and are collectively referred to as the [Contract]. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Fallen Leaf Tree Service Inc.

ADDRESS: 6000 Midway Street Suite 400 Sacramento CA 95828

PHONE #: (916)4478733 FAX #: (916)979-0566

STATE TAX I.D. #: 2338815 FED TAX I.D. #: 680473353

City of Sacramento Business Operation Tax Certificate #: 127195  
(Contract award will not be processed if Certificate Number is missing)

TYPE OF BUSINESS ENTITY (check one):  Individual/Sole Proprietor  Partnership  
 Corporation  Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) [Signature]

PRINT NAME: Gabe T. Beeler

TITLE: President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

**FOR CITY USE ONLY**

The Bid was opened on \_\_\_\_\_.

Bid Bond Required: [ ] No; [ ] Yes - Amount: \$ \_\_\_\_\_

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

\_\_\_\_\_  
City Clerk/Procurement Services Manager

**CONTRACT AWARD**

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$ \_\_\_\_\_

Award Date: \_\_\_\_\_

**CONTRACT APPROVAL**

Approved as to Form:

Approved:

Attest:

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

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

\_\_\_\_\_  
City Clerk

## PRICING SCHEDULE

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein:

**Note: All items in each Section of the Price Sheets must be priced in order for the bid to be considered responsive.**

### SECTION A - COMPLETE GENERAL PRUNE WORK REQUESTS

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	33	Per Tree 0-12" d.b.h.	<u>70</u>	<u>2,310</u>
2.	92	Per Tree 13"-24" d.b.h.	<u>145</u>	<u>13,340</u>
3.	185	Per Tree 25"-36"d.b.h.	<u>240</u>	<u>44,400</u>
4.	37	Per Tree 37"-48"d.b.h.	<u>480</u>	<u>17,760</u>
5.	21	Per Tree 49" + d.b.h.	<u>750</u>	<u>15,750</u>
<b>SECTION A - SUB-TOTAL</b>				<u>93,560</u>

**Note:** All work for this section must be completed within 60 days after receipt of work request from City Inspector.

### SECTION B - COMPLETE GENERAL PRUNE BLOCK PRUNING

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
6.	10	Per Tree 0-12" d.b.h.	<u>70</u>	<u>700</u>
7.	25	Per Tree 13"-24" d.b.h.	<u>120</u>	<u>3,000</u>
8.	50	Per Tree 25"-36"d.b.h.	<u>210</u>	<u>10,500</u>
9.	10	Per Tree 37"-48"d.b.h.	<u>480</u>	<u>4800</u>

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
10.	9	Per Tree 49" + d.b.h.	<u>560</u>	<u>5040</u>
<b>SECTION B - SUB-TOTAL</b>				<u>24,040</u>

**Note:** All work for this section must be completed within 60 days after receipt of work request from City Inspector.

**SECTION C - TREE REMOVAL TO 6 INCHES ABOVE SOIL LINE**

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
11.	1	Per Tree 0-12" d.b.h.	<u>420</u>	<u>420</u>
12.	4	Per Tree 13"-24" d.b.h.	<u>420</u>	<u>1680</u>
13.	25	Per Tree 25"-36"d.b.h.	<u>600</u>	<u>15,000</u>
14.	8	Per Tree 37"-48" d.b.h.	<u>1200</u>	<u>9,600</u>
15.	6	Per Tree 49" + d.b.h.	<u>1500</u>	<u>9000</u>
<b>SECTION C - SUB-TOTAL</b>				<u>35,700</u>

**Note:** All work for this section must be completed within 60 days after receipt of work request from City Inspector.

**SECTION D- DUTCH ELM DISEASED TREE REMOVAL TO 6 INCHES ABOVE SOIL LINE**

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
16.	1	Per Tree 0-12" d.b.h.	<u>450</u>	<u>450</u>
17.	6	Per Tree 13"-24" d.b.h.	<u>840</u>	<u>5,040</u>
18.	25	Per Tree 25"-36"d.b.h.	<u>1560</u>	<u>39,000</u>
19.	18	Per Tree 37"-48" d.b.h.	<u>1,900</u>	<u>34,200</u>

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
20.	10	Per Tree 49" + d.b.h.	<u>2000</u>	<u>20,000</u>
<b>SECTION D - SUB-TOTAL</b>				<u>98,690</u>

**Note:** All work for this section must be completed within 21 days after receipt of work request from City Inspector.

**SECTION E - PALMS PRUNE**

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
21.	45	Per Tree Date Palm, Under 55' Working Height	<u>100</u>	<u>4500</u>
22.	9	Per Tree Date Palm, Over 55' Working Height	<u>200</u>	<u>1800</u>
23.	45	Per Tree Wash.sp. *Under 55' Working Height	<u>100</u>	<u>4500</u>
24.	9	Per Tree Wash.sp.*Over 55' Working Height	<u>200</u>	<u>1800</u>
*Washington Species				<u>12,600</u>
<b>SECTION - E SUB-TOTAL</b>				<u>12,600</u>

**Note:** All work for this section must be completed within 60 days after receipt of work request from City Inspector.

**SECTION F - PALMS REMOVAL TO 6 INCHES ABOVE SOIL LINE**

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
25.	4	Per Tree Date Palm, Under 55' Working Height	<u>1200</u>	<u>4800</u>
26.	1	Per Tree Date Palm, Over 55' Working Height	<u>2000</u>	<u>2000</u>
27.	4	Per Tree Wash.sp. Under 55' Working Height	<u>1000</u>	<u>4000</u>
<b>ITEM</b>				<b>EXTENDED</b>

<u>NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
28.	1	Per Tree Wash.sp. Over 55' Working Height	<u>1500</u>	<u>1500</u>

**SECTION - F SUB-TOTAL**

12,300

**Note:** All work for this section must be completed within 60 days after receipt of work request from City Inspector.

**SECTION G – STUMP GRINDING**

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
29.	12	Stump Grinding – less than 36" d.b.h. (Associated w/ tree removal)	<u>200</u>	<u>2400</u>
30.	12	Stump Grinding – greater than 36" d.b.h. (Associated w/ tree removal)	<u>300</u>	<u>3600</u>
31.	12	Stump Grinding – less than 36" d.b.h. (Not Associated w/ tree removal)	<u>200</u>	<u>2400</u>
32.	12	Stump Grinding – greater than 36" d.b.h. (Not Associated w/ tree removal)	<u>300</u>	<u>3600</u>

**SECTION - G SUB-TOTAL**

12,000

**Note:** On mistletoe tree removals stumps must be removed within three working days of tree removal

**SECTION H – CROWN REDUCTION/HAZARD LIMB REMOVAL ON ENGLISH ELMS (Ulmus procera)**

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>UNIT DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
33.	12	Per Tree 25"-36" d.b.h.	<u>480</u>	<u>5760</u>
34.	12	Per Tree 37"-48" d.b.h.	<u>720</u>	<u>8640</u>
35.	12	Per Tree 49" + d.b.h.	<u>1000</u>	<u>12000</u>

**SECTION - H SUB-TOTAL**

15,600

**Note:** All work for this section must be completed within 60 days after receipt of work request from City Inspector.

**SECTION I - UNSCHEDULED / STORM RESPONSE EXTRA WORK**

Contractor is to furnish the City of Sacramento an hourly rate for unscheduled or storm response tree services in accordance with the following specifications and provisions:

All unscheduled work shall have prior authorization of the City. Unscheduled work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing such services to the City. The amount of time each unscheduled job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether unscheduled work will be furnished by the Contractor providing contract services in the same area. Should unscheduled work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete unscheduled services.

**NOTE: THE ESTIMATED HOURS AND DOLLAR AMOUNT SHOWN BELOW ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT REPRESENT WHAT THE CONTRACTOR MAY OR MAY NOT EARN THROUGH UNSCHEDULED WORK.**

GENERAL CREW RATE - 24 x 7, portal to portal, including dump fees (Service based on a three-person crew with chip-body-tower truck, chipper, log truck and loader and all associated tools and equipment. The hourly crew rate shall also include all Contractor costs for wages, insurance, overhead.).

$$50 \text{ hours} \times \text{General Crew rate } \underline{210} = \$ \underline{10,500}$$

(Crew Rate)

SECTION - I SUB-TOTAL \$ 10,500

BID SUMMARY SHEET

Note: All items in each Section of the Price Sheets must be priced in order for the bid to be considered responsive.

<u>SECTION</u>	<u>SERVICE</u>	<u>TOTAL PER SECTION</u>
A.	Complete General Prune	\$ <u>93,560</u>
B.	Complete General Prune Block	\$ <u>24,040</u>
C.	Tree Removal	\$ <u>35,700</u>
D.	Dutch Elm Diseased Tree Removal	\$ <u>98,690</u>
E.	Palms Prune	\$ <u>12,600</u>
F.	Palm Removal	\$ <u>12,300</u>
G.	Stump Grinding	\$ <u>12,000</u>
H.	Crown Reduction	\$ <u>15,600</u>
I.	Unscheduled/Storm Response	\$ <u>10,500</u>
	GRAND TOTAL	\$ <u>314,990</u>



# PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 \* PO Box 989052

West Sacramento, California 95798-9052 \* (800) 559-5529

3754400 #03 Reception

SB SAPP 20030218

February 18, 2003

Supersedes APPROVAL Letter Dated 01/30/2003

REF# 0031966  
FALLEN LEAF TREE SERVICE INC  
6000 MIDWAY ST STE 400  
SACRAMENTO CA 95828

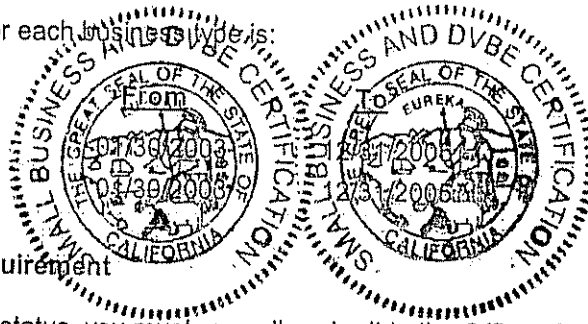
Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### Certification period

Your certification period for each business type is:

Industry  
SERVICE  
CONSTRUCTION



### Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

#### Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

#### Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period

### Self-Maintained Online Profile

MUST BE POSTED IN CONSPICUOUS PLACE



**CITY OF SACRAMENTO**  
BUSINESS OPERATIONS TAX CERTIFICATE

127195

Business Name    FALLEN LEAF TREE SERVICE  
Business Address    6000 MIDWAY ST #400  
Owner    BEELER, GABRIEL T.  
Type of Business    TREE SERVICE  
Tax Classification    401

FROM    Mo. Day Yr.    TO    Mo. Day Yr.  
01/01/05    12/31/05

EXPIRES

VOID  
IF NOT  
VALIDATED

FALLEN LEAF TREE SERVICE  
STACY/GABRIEL BEELER  
6000 MIDWAY ST #400  
SACRAMENTO, CA 95828

TOTAL PAID \$148.00

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

This certificate is not to be construed to represent or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration)



COUNTY OF SACRAMENTO  
SPECIAL BUSINESS LICENSE

MARK NORRIS, DIRECTOR - DEPARTMENT OF FINANCE  
700 H STREET, ROOM 1710  
SACRAMENTO, CA 95814  
PHONE (916) 874-6644

FALLEN LEAF TREE SERVICE INC  
FALLEN LEAF TREE SERVICE INC  
6000 MIDWAY CT #400  
SACRAMENTO CA 95828

LICENSE NO: 621787

EXPIRATION DATE: 05/01/06

OWNER NAME: FALLEN LEAF TREE SERVICE INC  
BUSINESS NAME: FALLEN LEAF TREE SERVICE INC  
LOCATION: 6000 MIDWAY CT #400  
SACRAMENTO CA 95828

TYPE OF BUSINESS: TRIMMING/PRUNE/REMOVAL OF TREES/STUMP GRINDING

CONDITIONS:

LICENSE NOT TRANSFERABLE.

BY: Janet Oliver

04/13/05

POST IN A CONSPICUOUS PLACE

621787



Notice Date: 11/01/05

## CERTIFICATE OF REVIVOR

FALLEN LEAF TREE SERVICE, INC  
6000 MIDWAY ST STE 400  
SACRAMENTO CA 95828-0935  
USA

Corporation Name : FALLEN LEAF TREE SERVICE, INC.

Corporation Number: 2338815000

Effective Date : 10/28/2005

This corporation has been relieved of suspension or forfeiture and is now in good standing with the Franchise Tax Board.

Business Entity and Field Collection Bureau

---

### ASSISTANCE

Telephone assistance is available year round from 7 a.m. until 8 p.m. Monday through Friday. From January through June, assistance is also available from 8 a.m. until 5 p.m. on Saturdays. We may modify these hours without notice to meet operational needs.

From within the United States, call (800) 852-5711  
From outside the United States, call (not toll-free) (916) 845-6500

Website at: [www.ftb.ca.gov](http://www.ftb.ca.gov)

Assistance for persons with disabilities: We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.



California Home

Tuesday, Noveml

Welcome to *California*
**License Detail**  
**Contractor License # 799677**

CALIFORNIA CONTRACTORS STATE LICEN

**DISCLAIMER**

A license status check provides information taken from the CSLB license data base. Before on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to complaint disclosure, a link for complaint disclosure will appear below. Click on the link button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto Board's license data base.

Extract Date: **11/01/2005****\*\*\* Business Information \*\*\***

FALLEN LEAF TREE SERVICE INC  
 6000 MIDWAY STREET SUITE 400  
 SACRAMENTO, CA 95828  
 Business Phone Number: (916) 447-8733

Entity: **Corporation**Issue Date: **09/25/2001** Expire Date: **09/30/2007****\*\*\* License Status \*\*\***

This license is current and active. **All information below should be reviewed.**

**\*\*\* Classifications \*\*\***

Class	Description
D49	TREE SERVICE

**\*\*\* Bonding Information \*\*\***

**CONTRACTOR'S BOND:** This license filed Contractor's Bond number **10104334** in the amount of **\$10,000** with the bonding company

AMERICAN CONTRACTORS INDEMNITY COMPANY.  
Effective Date: **01/01/2004**

Contractor's Bonding History

**BOND OF QUALIFYING INDIVIDUAL(1):** The Responsible Managing Officer (RMO) GA TOBIAS BEELER certified that he/she owns 10 percent or more of the voting stock/equity corporation. A bond of qualifying individual is **not** required.  
Effective Date: **09/25/2001**

**\* \* \* Workers Compensation Information \* \* \***

This license has workers compensation insurance with the  
STATE COMPENSATION INSURANCE FUND  
Policy Number: **1738439** Effective Date: **06/29/2003** Expire Date: **06/29/2006**

Workers Compensation History

**Personnel listed on this license (current or disassociated) are listed on other licenses**

Personnel List    Other Licenses

License Number Request    Contractor Name Request    Personnel Name Request  
Salesperson Request    Salesperson Name Request

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FALLLEA-01 AILI

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2005

PRODUCER License # CA-0D79613 (562) 923-9631  
Bowermaster & Associates Insurance  
P.O. Box 100  
10631 Paramount Blvd.  
Downey, CA 90241-0100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED dba: Fallen Leaf Tree Service, Inc.  
6000 Midway Street - Ste. 400  
Sacramento, CA 95828

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Mercury Insurance Company	
INSURER B: American States Ins	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	GL08100801	7/3/2005	7/3/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02CG7178561	4/9/2005	4/9/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 750,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$  \$  \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 Day Notice of Cancellation for Non-Payment of Premium

Re: Bld #B051181029.

The City of Sacramento, its Officials, Employees & Volunteers are Additional Insureds as respects general liability coverage per form #43356 Ed 7/85 attached. General Liability coverage afforded is primary and non-contributory per form #G0435 4/00 attached.

### CERTIFICATE HOLDER

City of Sacramento  
915 "I" St  
Sacramento, CA 95814-


### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**DESCRIBED PERSON OR ORGANIZATION ENDORSEMENT -  
ADDITIONAL PROTECTED PERSONS**

The **St Paul**

 This endorsement changes your Commercial General Liability Protection.

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**How Coverage Is Changed**

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

**Described person or organization.** The person or organization shown in the Coverage Summary as a described person or organization is a protected person. But only for covered injury or damage that results from;

- premises you own, rent or lease; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

**Other Terms**

All other terms of your policy remain the same.



**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

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**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.**

*Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.*

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: \_\_\_\_\_  
                     Date                      Violation Type                      Place of Occurrence

If additional space is required use back of this form.


**\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT, continued

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME:

BY:  President Date: 11-8-05  
Signature Title

**Effects of violations:** a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance (Page 1 of 3)**

    *Fallen Leaf Tree Service Inc*      
 Name of Contractor

    16000 MIDWAY STREET SUITE 400 SACTO CA 95828      
 Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following.
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance (Page 3 of 3)**

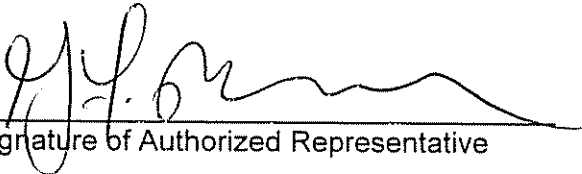
maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist, or when the contract is for specialized legal services if in the best interest of the City.

- 8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

  
Signature of Authorized Representative

11. 8. 05  
Date

Garbe T. Beeler  
Print Name

President  
Title

ITEMS REQUIRING BIDDER RESPONSE, continued

5. NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE (EBO) DECLARATION OF COMPLIANCE

Bidders must sign and return with their bid the Non-Discrimination in Employee Benefits by City Contractors Ordinance (EBO) Declaration of Compliance, Pages 19-21.

6. DELIVERY GUARANTEE

Contractor guarantees delivery within 45 days after receipt of order (ARO)

7. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes  or No  (Net 30 days)

If Yes, the Payment Discount is 3 % for payment within 20 calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

8. CONTRACTOR'S HISTORY & REFERENCES

Contractor shall provide the following information with bid:

- a History of Company
- b. References: Include name and phone number of contact person

GENERAL CONDITIONS**1. Independent Contractor.**

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any work and/or the furnishing of any materials under this Contract.
- B. It is further understood and agreed by the parties hereto that Contractor, in the performance of its obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Contract. Nothing in this Contract shall be construed as to create an exclusive relationship between City and Contractor.

- 2. Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for Contractor to perform any work or furnish any materials under the Contract. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any legally required licenses, permits and approvals. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
- 3. Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
- 4. Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. A violation by Contractor of this Section 4 shall be a material violation of this Contract and shall justify legal and/or equitable relief.

7. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the following insurance
- A. Minimum Scope of Insurance: Coverage should be at least as broad as:
1. Insurance Services Office Form No. CG 0001 (Commercial General Liability);
  2. Insurance Services Office Form No : CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
  3. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance.
- B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
1. Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage
  2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage
  3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident
- C. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retentions must be declared to and approved by the City.
- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages:
    - a. City, its officials, employees and volunteers shall be covered as insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to City, its officials, employees or volunteers
    - b. Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
    - d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  2. All Coverages:
 

Each insurance policy require by this Contract shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to City. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to City and City approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.
- E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.
- F. Verification of Coverage: Contractor shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements effecting all coverages required by this Contract. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue

10. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for reinspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
11. **Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
  - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
  - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B of these General Conditions.
  - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
12. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
13. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
14. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 17 of these General Conditions.
15. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.
16. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the 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 such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
17. **Termination.**
- A. Termination for Cause. If the Procurement Services Manager determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the Procurement Services Manager may declare the Contract terminated upon 30 days written notice and may, in the Procurement Services Manager's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice.

## SPECIAL PROVISIONS

### QUANTITIES (ESTIMATED)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

Bid packages will be made available only through time and date of above announced Pre-Bid Conference. Subsequent addenda, if applicable, will be furnished only to those Contractors who attended the Pre-Bid Conference.

### CONFERENCE (PRE-AWARD)

The apparent lowest responsible Contractor may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

### PERIOD OF CONTRACT

The overall period of the contract is for 12 months. All work must be completed within the time specified in each Section of the Price Sheets after receipt of a purchase order.

### CONTRACT EXTENSION

If mutually agreeable to both parties, any resultant contract may be extended on a year-to-year basis, however in no case shall the renewal extend beyond four years from the date of award of the original contract.

### PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
3. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

### PAYMENT AND INVOICING

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento Tree Services, 5730-24th Street, Bldg. 12A, Sacramento, CA 95822. Mail golf course related invoices to Capital City Golf, 8325 River Rd., Sacramento, CA 95832. Invoices may be submitted for payment upon satisfactory completion of each category. Payment will not be made for work that does not meet industry standards, including work that results in lion's tail, flush cuts, and chain saw signatures on limbs.

by a qualified, English speaking, supervisor in the employ of the Contractor. Any City-contracted tree company shall employ a full-time, permanent, certified arborist, as accredited by the International Society of Arboriculture. This person is responsible for ensuring that the Contractor's crews are performing work to City Specifications. Additionally, those sections of the contract specifying high voltage line clearance require qualified line clearance tree trimmers, minimum of two per crew.

#### DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

#### DEFICIENT PERFORMANCE

The Contractor shall be notified verbally or in writing each time performance is unsatisfactory and corrective action is necessary. The Contractor shall complete corrective action within the following time frames, following notification.

- a Traffic control and work site safety conditions shall be corrected immediately upon notification from the City.
- b Public health and safety issues shall be corrected immediately upon notification from the City.

#### DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

#### ADDITIONAL TREE PRUNING AND REMOVAL REQUIREMENTS

Prices quoted must provide the minimum standard for additional tree pruning and removal services on a "per item" basis. It is possible that additional trees may be identified during the term of this agreement, for which similar contract services are required. If such a tree(s) is not currently on this bid by location, the City at its discretion, may request that the Contractor provide similar services to that tree(s) as would be provided to an other tree(s) of the same species and size and at the same or proportionate price. The additional services(s) and amount of time necessary to complete said service(s) is subject to agreement between the City and the Contractor.

#### LIVING WAGE ORDINANCE

The Living Wage Ordinance (LWO) requires certain firms that enter into contracts to provide certain services to or for the City, to pay a specified minimum level of compensation to their

**Subcontract Amount**

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

**Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the City contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the City contract.<sup>2</sup>

The minimum compensation required is as follows:

- a If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2004, \$9.00 per hour.
  - (b) During 2005, the greater of \$9.33 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2004.
  - (c) During 2006, the greater of \$9.67 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
  - (d) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.
  
- b If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:

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<sup>2</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

**Violations and Monitoring**

The LWO provides that any violation of the LWO by a City contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

**Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

**Additional Information**

For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).

For more information on the LWO requirements and the City's LWO program, contact Procurement Services, 916-808-6240

combination thereof that enters into a Contract with the City. "Contractor" does not include a public entity

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

**CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

**EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C "

Attachment B, Page 2 of 2

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Contract Services Unit  
915 I St., 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

**TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS  
FOR TREE PRUNING /REMOVAL SERVICES**

Scope

Work to be done consists of removal and/or pruning of weakened and/or diseased trees or other trees as necessary from various locations in the City of Sacramento as directed by City representatives of the Parks and Recreation Department, Tree Services or the Golf Division, who shall, for the purposes of this bid, be hereafter referred to as Tree Inspectors.

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 removal of trees, pruning of trees, hauling and disposal of debris, stump removal and where necessary, repair or replacement to original condition of any damaged public or private property. Chipped waste material shall be disposed of at a location designated by the City at contractor's expense. Logs, brush and other debris may be dumped at separate locations designated by the City. **NO FIREWOOD WILL BE GIVEN TO ANYONE.** Elm wood and debris shall be handled in accordance with Dutch Elm Disease (DED) quarantine mandates as provided in City Code, Chapter 12.60. All foremen supervising crews under the terms and conditions of this contract must attend a tree services dutch elm disease training class, which will be given in March. All elm debris (logs and brush) shall be disposed of at a site approved by the City and disposal costs are the contractor's responsibility.

Contractor shall be aware of and shall comply with the City Code governing tree pruning 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.

Contractor will, at the start of the contract and whenever returning from providing non-City related tree services, bring all wood cutting tools to be used in the performance of this contract to the City Corporation Yard Tree Services facility to sterilize the equipment in the presence of the Inspector. To coordinate this process contact a Tree Inspector at (916) 808-6345. Sterilization shall consist of exposing all moving parts, air pressure cleaning, and spraying all surfaces with Lysol or other approved sterilant.

Description of Work

The work consists of:

1. The trees shall be pruned according to the standards set forth in the American National Standard Institute (ANSI), ANSI A300 and ANSI Z133.1 and the "Best Management Practices Tree Pruning" a companion publication to the ANSI A300 developed by the International Society of Arboriculture. Using these standards each tree will receive a complete general prune as outlined below.
  - Prune to achieve 14-foot clearance over the street; 8-foot clearance over sidewalk; clear buildings, roofs, fireplaces, television antennas and their guy wires by a minimum of 5-foot clearance
  - Clear streetlights, traffic signals, and STOP signs as directed by Urban Forest Services inspector
  - Remove all dead limbs and all mistletoe.
  - Remove decayed, broken, weakly attached, and crossing limbs
  - Lighten long, heavy, limbs with thinning/crown reduction cuts and as directed by the Urban Forest Services inspector. Retain well-spaced inner laterals. Thin epicormic shoots. No lions tailing
  - Tree climbing spurs should only be used for tree removals or if entering and working in trees that cannot safely accessed using appropriate equipment and best management work techniques.
  - Remove any ivy, or vines growing on the tree

Additionally, all vehicles used on this project must be clean and in good working order. Each vehicle shall contain signage at a minimum noting the name of the company and a local phone number, prominently displayed. When performing work under contract with the City, vehicles shall also have prominent signage noting "City of Sacramento Urban Forest Services Contractor". These City identification signs shall not be displayed when performing work with other clients.

Contractor shall supply as a minimum, but not be limited to, the following equipment:

1. For each crew:
  - a. Safety, tagline, and lowering ropes sufficient to work at heights required.
  - b. Power chain saws of adequate size and power for the work to be accomplished to include one with 14" to 16" bar, two 21" bars, and one with 36" bar
  - c. Hand saws, axes, and miscellaneous small tools for performance.
  - d. All required safety-warning devices, including, but not limited to, safety cones, barricades, flags, signs and any other traffic control or safety devices as required by City traffic engineer or CAL OSHA.
  
2. For total contract:
  - a. Each crew to be equipped with one tool truck with chip box to haul chips and one chipper.
  - b. One flatbed truck and a crane or frontend loader with a capacity to lift 2 ½ tons to haul limbs or trunk sections too large to pass through the chippers. Logs must be secured with one complete wrap of the chain or cable of sufficient strength prior to any lifting or loading.
  - c. Other equipment as needed or deemed necessary by Tree Inspector to safely complete the tree work as required.

Inspection

Contractor may contact the Tree Inspector for the Urban Forest Services Division at (916) 808-6345 and for the Golf Division at (916) 433-6315. The Tree Inspector shall inspect all removals and all trees pruned and must approve work performance prior to payment.

Record Keeping & Submittal

The contractor will provide a daily listing of the tree work accomplished and approved by the Tree Inspector. This submittal will be on a form titled Tree Services - Work Summary Sheet, a sample copy is included as Attachment 1 to this bid or a form provided by the contractor and approved in advance by the Inspector. Information required includes: address, suffix, diameter, condition, start date, completion date, reason, hours worked, and cost for each tree as well as the totals for each sheet. These sheets will be submitted with each billing.

Licensing Requirements

All licenses, including a valid State of California contractor's license Category C61-D49 are required.

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 (½) 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 arrangement can be made within the Police or Sheriff's Department and other interested agencies
6. All contractor vehicle movement on City Golf Courses must be coordinated with the Golf Manager at (916) 433-6315 prior to the commencement of any job.
7. Any parking violations will be contractor's liability.
8. Contact Traffic Engineering at (916) 808-5307 for a free street use permit to close off a lane. Note there is a Christmas moratorium where downtown lanes may not be closed off from Thanksgiving through New Years Day.



## Fallen Leaf Tree Service I N C O R P O R A T E D

October 31, 2005

To Whom It May Concern:

Fallen Leaf Tree Service, Inc. is a comprehensive tree care service within the tree care industry. We serve residential and commercial clients within the greater Sacramento area including Placer, Sacramento, Yolo and El Dorado counties.

We offer a complete range of tree care services with a focus on quality for price.

The success of our corporation is largely the result of our ability to deliver dependable, expert tree service tailored to each client's need. We have four Certified Arborists with adjoining certifications and are able to place a Certified Arborist on all job sites to oversee work for client peace of mind. In addition, our tree care management plans are based on International Society of Arboriculture (ISA) standards. ISA standards are the backbone of the highest-quality, long-term approach of preserving and establishing trees with special emphasis on environmentally friendly practices.

Fallen Leaf Tree Service, Inc. is owned and operated by Gabe T. Beeler. Gabe has 10 + years experience within the industry and holds numerous ISA certifications as an Arborist and Certified Tree Worker. He proctors the Certified Arborist and Tree Worker exams for the Western Chapter of the ISA and has uncountable volunteer hours. His volunteer status is with industry organizations such as the International Society of Arboriculture (ISA), Sacramento Tree Foundation and the Save the Elms Project (STEP). Gabe, currently holds a position on the Board of Directors Chair for the W.C.I.S.A Certification Committee and is a member of the Technical Advisory Committee (TAC) for the Sacramento Tree Foundation. Gabe has an excellent reputation within the local tree care industry. His work reflects a lifetime of study and respect for horticulture.

Gabe T. Beeler  
President/Owner-Fallen leaf Tree Service, Inc.  
ISA Master Certified Arobriest #WC4269B  
Certified Tree Worker #923



## Fallen Leaf Tree Service I N C O R P O R A T E D

To Whom It May Concern:

We at Fallen Leaf Tree Service, Inc. pride ourselves on quality tree work. For this reason, we have compiled a list of some of the business' we work for. Unfortunately, we can not give private homeowners numbers out. Please feel free to contact any of the businesses below for reference.

### **Timberlake Owners Association**

Attn: Terri Hendrickson  
1051 Fulton Avenue  
Sacramento, CA 95825  
Phone (916) 488-3803  
Fax (916) 488-0352

### **Woodside Home Owners Association**

Attn: Sandy Jackson  
2274 Woodside Lane  
Sacramento, California 95825  
Phone (916) 922-8469  
Fax (916) 922-4607

### **CALIFORNIA LANDSCAPE ASSOC.**

Attn: Dave  
8340 Galena Ave  
Sacramento, California 95828  
Phone (916) 825-2998  
Fax (916) 381-9990

### **Depot Park**

Attn: Denny  
16 Business Park Way  
Sacramento, CA 95828  
Phone (916) 381-8200  
Fax (916) 381-8202

### **Gold River Community Association**

Attn: Jim  
11715 Gold Country Boulevard  
Gold River, California 95670  
Phone (916) 635-1993  
Fax (916) 635-2283

### **Kocal Management Group, Inc.**

Attn: Deanna  
P.O. Box 1459  
Folsom, CA 95763-1459  
Phone (916) 985-3633  
Fax (916) 985-3744

### **Riverside Management & Financial Services**

Attn: Celeste Comings  
P.O. Box 41099  
Sacramento, California 95841-0099  
Phone (916) 349-3160  
Fax (916) 349-3166

### **Johnson Ranch Management**

Attn: Laura  
2140 Professional Drive, Suite 260  
Roseville, California 95661  
Phone (916) 784-6605  
Fax (916) 784-6638

If there is something else we can help you with or if you have further questions, please do not hesitate to call our office at (916) 447-8733.

Sincerely,

*Gabe Beeler*

Master ISA Certified Arborist #WC4269B  
Fallen Leaf Tree Service Inc.