

**GENERAL SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

**CEDAR CITY CORPORATION
TREE TRIMMING SERVICE**

June 25, 2019

Prepared By
Cedar City Public Works

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ADVERTISEMENT FOR BIDS

Cedar City Corporation is accepting separate sealed bids to provide Tree Trimming Service to the City for the contract period July 1, 2019 to June 30, 2020.

If you are interested in submitting a bid, Project Specifications and Bid Information will be available July 1, 2019 and can be obtained in person or via email from Kathy Dahl, Public Works Executive Secretary, at the Cedar City Public Works Department, Telephone # (435) 586-2912. The deadline for submitting bids will be 12:00 NOON on July 12, 2019. Cedar City Corporation reserves the right to accept or reject any and all bids.

DATED this 25th day of June, 2019.

Ryan Marshall,
Public Works Director
Cedar City Corporation

BID INFORMATION

Project Title: Tree Trimming

Owner: Cedar City Corporation

Bid Date: July 12, 2019 – 12:00 NOON

Required Bonding/Insurance: Payment and Performance Bonds (as specified see attached) required from successful bidder before Notice to Proceed; Insurance as specified

Return Bids To: Kathy Dahl
Cedar City Public Works Department
716 North Airport Road
Cedar City, Utah 84721

Project Coordinator: Jeff Hunter
Street & Solid Waste Superintendent
716 North Airport Road
Cedar City, Utah 84721
435-586-2967

SPECIFICATIONS

DESCRIPTION:

Cedar City Street Division will be doing the annual chip sealing on local streets. Some streets have trees in the landscape strip. In order for maintenance equipment to operate efficiently, "street trees" may need pruning to provide sufficient clearance for equipment in the streets. In addition to the Street Division, other departments within the City may need tree trimming services throughout the contract period.

For tree trimming services related to street maintenance activities, trees should be pruned to allow approximately 20 ft. of clearance at the curb and should be done in a way that leaves each tree aesthetically pleasing according to Best Management Practices of the International Society of Arboriculture (ISA.) For tree trimming services related to other City functions, tree should be pruned in an aesthetically pleasing manner in accordance with Best Management Practices of the International Society of Arboriculture and the directions of the City employees directing the work.

Bidding individual or company/firm must be a Certified Arborist through the international Society of Arboriculture (ISA.)

NOTIFICATIONS:

All homeowners and businesses affected by the tree trimming shall be notified before the project begins. The notification will be delivered at least 24 hours in advance of the tree trimming. Should work not occur on the specified day, a new notification will be distributed before the end of the specified day. The notification shall be in the form of a written posting, stating the date that the trimming will take place. The notification will contain a phone number where the Contractor or Contractor's representative may be reached at any time.

TRAFFIC CONTROL:

All traffic control devices shall be in accordance with State and Federal requirements and shall conform to the requirements of the Manual on Uniform Traffic Control Devices. Suitable methods shall be used by the Contractor to protect the pedestrian and vehicular traffic. Opening of traffic lanes does not constitute acceptance of work. A detailed traffic control and notification plan shall be provided to the Owner prior to commencement of the project.

**CEDAR CITY CORPORATION
TREE TRIMMING SERVICE
BID SCHEDULE**

BIDDER agrees to perform all work and comply with all requirements as outlined in these Bid Documents and Specifications for the following price on a per-call-out basis (price includes mobilization cost):

ITEM:	PRICE: (HOURLY RATE)
1 – 10 Trees	\$ _____
11-20 Trees	\$ _____
21-50 Trees	\$ _____

All bids must be made on the required bid form. Unless otherwise indicated, all blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. Incomplete or unsigned bid forms may be considered invalid and rejected by Cedar City.

RESPECTFULLY SUBMITTED BY: _____

Address

Signature

Title

Date

**AGREEMENT
AND
NOTICE TO PROCEED**

CONTRACTOR: _____ DATE: _____

PROJECT: Tree Trimming Service CITY: Cedar City Corporation

WHEREAS, City conducts various street maintenance activities that necessitate access with large equipment throughout City and it is often necessary to trim trees in order to accommodate the large vehicles; and

WHEREAS, City owns many parks and public grounds throughout City that from time to time require maintenance of the trees therein; and

WHEREAS, as the holder of the right-of-way along many streets, City is from time to time responsible for the maintenance of trees within the public right-of-way and abutting the road; and

WHEREAS, pursuant to City's purchasing policies, City has solicited bids from responsible and qualified tree trimming services to provide blanket tree trimming services to City.

NOW, THEREFORE, Contractor has submitted the lowest responsible bid and City and Contractor enter into this Agreement for the provision of tree trimming services in Cedar City.

Contractor is hereby notified that their bid for the Project has been accepted by City subject to the following terms and conditions:

1. Contractor will complete all work in accordance with the Project's Contract Documents, Special Conditions and Cedar City Corporation's Engineering Standards, where applicable, for the amounts shown in the Bid Schedule.
2. Contract period shall begin July 1, 2019 and end June 30, 2020.
3. Contractor shall provide City with the necessary Payment and Performance Bonds and insurance documents before any work begins.
4. Insofar as Contractor may legally do so, Contractor shall hold City harmless from any liability, damages or claims that may arise in the course of Contractor, its

agents or employees performing any activities in connection with said Project or resulting through negligence of the same.

5. Payment shall be made as per Paragraph #15 in the "Special Conditions."
6. This Contract consists of the Contract Documents which are defined herein as the General Advertisement, Bid Information, Bid Schedule, Payment and Performance Bonds, Certificate(s) of Insurance, Agreement and Notice to Proceed, individual job assignments and Special Conditions.
7. This is an integrated agreement and contains all of the terms, responsibilities, and duties that the Parties intend to be bound to. All Change Orders to this Agreement must be by written document, duly approved by the Cedar City Council and duly signed by both Parties. Individual job assignments do not constitute change orders. Individual job assignments shall be communicated to Contractor by City and shall include job location, job description and deadlines as applicable.
8. This Agreement is to be interpreted and controlled by the laws of the State of Utah. All disputes that the Parties are unable to resolve through means other than litigation shall be only subject to the Jurisdiction of the District Courts of the State of Utah. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah.
9. Contractor shall document and verify the citizenship or immigration status of each employee. Contractor shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors at any level, Contractor shall require each subcontractor at any level, to use an electronic verification system as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to Contractor, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

CITY'S SIGNATURE PAGE

Dated this ____ day of _____, 20__.

CEDAR CITY CORPORATION

BY: _____
(Signature)

NAME: Maile L. Wilson-Edwards

TITLE: Mayor

(SEAL)

ATTEST:

Renon Savage
Cedar City Recorder

CONTRACTOR'S SIGNATURE PAGE

CONTRACTOR:

(Name of Firm)

BY: _____

(Signature)

NAME: _____

(Print)

ADDRESS: _____

CERTIFICATE OF INSURANCE

Issue Date

Provider:

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.

Phone#:

Fax#:

COMPANIES AFFORDING COVERAGE

Insured:

Company Letter A

Company Letter B

Company Letter C

Company Letter D

Company Letter E

Coverage

This is to certify that 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, conclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability Commercial general liability Claims made Occur Owners & cont.'s prot.				General Aggregate	\$
				Products - comp.op.agg.	\$
				Personal & Adv. injury	\$
				Each Occurrence	\$
				Fire Damage (any one fire)	\$
				Med. Ext. (any one person)	\$
Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit	\$
				Bodily Injury (per person)	\$
				Bodily Injury (Per accident)	\$
				Property Damage	\$
Ecess Liability Umbrella Form Other than umbr. Form				Each Occurrence	\$
				Aggregate	\$
Worker's Compensation and Employer's Liability				Statutory Limits	
				Each Accident	\$
				Disease-Policy Limit	\$
				Disease-Each Employee	\$

Description of operations/locations/vehicles/special items

Certificate Holder
 Cedar City, its elected officials, appointed officials, employees,
 Agents and volunteers as additional insured on policy.

CANCELLATION
 Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named to the left.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

A _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto Cedar City Corporation, 10 North Main Street, Cedar City, Utah 84720, hereinafter called City, in the penal sum of Twenty Thousand Dollars (\$20,000) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the purpose of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety and during the one year guaranty period, and if they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good and default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

Principal

By _____(s)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

By _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

CITY: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Description:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$_____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$_____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
\$_____.

The new CONTRACT PRICE including this CHANGE ORDER will be \$_____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by __ calendar days.

The date for completion of all work will be _____(Date).

Ordered by: _____

(City)

Accepted by: _____

(Contractor)

SPECIAL CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish all labor, materials, transportation apparatus, fuel, light and tools necessary for the entire completion of the Project as outlined herein and shall complete in the best and most workmanlike manner the complete job and everything properly incidental thereto, as stated in the Cedar City Corporation Engineering Standards where applicable, or reasonably implied therefrom, all in accordance with the Contract Documents. The Work consists of all items as outlined in the Bid Schedule and described in the Contract Documents.

2. LOCATION

The Project is located in Cedar City, Iron County, Utah, on miscellaneous streets throughout the City, or as defined by any department within Cedar City Corporation. Throughout the term of the Agreement, Contractor will be provided individual job assignments designating the location of each job, description of the work and the time deadlines involved with each job. These individual job assignments are hereby incorporated into this Agreement.

3. INSURANCE AND BONDING

Contractor shall carry Worker's Compensation and General Liability Insurance as indicated below. Contractor shall furnish City with certificates showing this coverage. All certificates shall list City, its elected officials, appointed officials, employees and agents as "additional insured."

A. Worker's Compensation

- | | | |
|------------------------------------|-------------|---------------|
| 1. State: | | Statutory |
| 2. Applicable Federal (e.g. USL&H) | | Statutory |
| 3. Employer's Liability: | | |
| Bodily Injury by Accident | \$1,000,000 | Each Accident |

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

- | | | |
|----------------------------------|-------------|------------------|
| 1. Premises/Operations | \$2,000,000 | Each Occurrence |
| 2. Products/Completed Operations | \$2,000,000 | Each Occurrence |
| 3. Personal Injury | \$2,000,000 | Each Occurrence |
| | \$2,225,000 | Annual Aggregate |

4. Policies shall include premises/operations, products, completed operations, independent contractors, City's and contractors' protective, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.

5. If policies are written on a Commercial General Liability Form, the General Aggregate shall be at least two (2) times the each occurrence limit or be written on a "per project" basis.
6. If policies are written on a claims-made form, the certificate should so specify and policies shall continue in force for one (1) year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement.
7. If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.

C. Performance Bond document included in Contract.

4. ORDINANCES

All work shall be done in accordance with existing ordinances of County, Local, State and National Regulations governing the work, including, but not limited to the following:

- 1) Manual of Uniform Traffic Control Devices 2009 Edition (MUTCD.)
- 2) Cedar City Ordinances.
- 3) International Society of Arboriculture Standards for Tree Trimming

5. CONTRACT PERIOD

The project shall commence on July 1, 2019 and conclude on June 30, 2020.

6. PERMITS/LICENSES

In performing the Work under these Specifications, Contractor shall, at his/her own expense, pay for all permits, certificates and licenses required of him/her by law for the execution of the Work. He/she shall comply with all federal, state or local laws, ordinances or rules and regulations relating to the performance of the Work.

7. SANITARY CONVENIENCES

Contractor shall erect and maintain a sanitary chemical closet, located where directed by City, for the use of all workers.

8. CLEANING UP

Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his/her employees or work; and at the completion of the work, he/she shall remove all his/her rubbish from and about the site, as well as all tools, equipment and surplus materials, and shall leave the site in its original condition or its equivalent.

9. ELECTRIC POWER

Contractor will make arrangements for power if required in the Project. The cost of power will be included in the price bid for the respective items for which the power is used.

10. WORK AREA

Workers will be restricted to the project area and other areas as required to complete the Project.

11. OCCUPANCY OF PROJECT

City reserves the right to use any portion of the Project site providing it does not interfere with Contractor's work. Use of the Project in no way indicates acceptance of the final project. Where the project area is the public street, the project area will also be occupied by traffic and Contractor shall use all necessary, customary and proper traffic control measures for the safety of the workers and the general public.

12. SAFETY AND SECURITY

Contractor shall comply in all respects with the Utah Occupational Safety and Health Act, Utah Code Annotated, Sections 34A-6-101 et seq., and the rules, regulations and standards promulgated thereunder by the Utah State Industrial Commission, as such act, rules, regulations or standards now exist or as amended. Specifically, but not in limitation, Contractor shall comply with Construction Standards, Rules and Regulations promulgated by the Utah Occupational Safety and Health Division, Utah State Industrial Commission.

Contractor shall be responsible for site security during the duration of their work. Any material, property or completed work that is damaged or stolen due to lack of security shall be replaced by Contractor at no additional cost to City.

13. PROTECTION OF EXISTING IMPROVEMENTS

Contractor shall protect from damage or properly repair if damaged, all existing improvements at the site not designated for removal, relocation or replacement.

14. PERSONNEL AND EQUIPMENT

Contractor shall supply capable and experienced personnel and suitable equipment and machinery to perform this work. Each bidder shall furnish with the bid additional information which shows experience record of Contractor and name and experience record of the person or persons likely to serve as the project field supervisor.

Pursuant to the provisions of Utah Code Annotated, Title 63G, Chapter 12, Contractor shall register and participate in the Status Verification System in order to enter into this Contract. Contractor shall document and verify the citizenship or immigration status of each new employee. Contractor shall use one of the electronic verification systems defined in UCA Title 63G, Chapter 12. In all contracts with subcontractors at any level,

Contractor shall require each subcontractor at any level, to use an electronic verification system, as defined in UCA Title 63G, Chapter 12, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to Contractor, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

15. QUANTITIES AND PAYMENT

The amount of work to be done, or materials or services to be furnished under the Contract as noted on the Bid Schedule, are estimated and are not to be taken as an expressed or implied statement that the actual amount of work will correspond to the estimate.

The right is reserved to increase or decrease or to entirely eliminate certain items from the work if found desirable or expedient, and Contractor is cautioned against unbalancing of his/her bid by prorating his/her overhead into one or two items only, when there are a number of items on the Bid Schedule. The overhead and direct charges shall be prorated on all items of the Bid Schedule.

Other items of work defined in Specifications but not listed in the Bid Schedule shall be considered incidental to one or more of the items listed in the Bid Schedule and shall be paid for under the bid item listed to which it is related.

Payment will be made on a calendar month basis. Contractor shall submit to the Public Works Director an itemized summary of items completed during the month. The itemized summary shall be patterned after the project Bid Schedule. After verification of completed items, City shall issue payment within thirty (30) days.

16. TRAFFIC CONTROL

During the progress of the Work, adequate provision shall be made by Contractor to accommodate the normal traffic over the area being used so as to cause a minimum of inconvenience to the public. Means of ingress and egress for occupants of property adjacent to the Work shall be provided for as far as practicable. Contractor shall provide and maintain barriers and post flaggers and watchmen/women, when and where necessary, in order to effectively guard the public from danger involved with the work being done.

17. INDEMNITY CLAUSE

Insofar as Contractor may legally do so, it shall hold City harmless from any liability, damages or claims that may arise in the course of Contractor, its agents or employees performing any activities in connection with said Project, or resulting through negligence of the same.