

"Placerville, a Unique Historical Past Forging into a Golden Future"



City Manager's Report

September 23, 2014 City Council Meeting

Prepared by: Steve Youel, Director of Community Services

Item #: 8.6

Subject: Adopt a resolution approving a service contract with Signature Tree Service in the amount of \$35,670.00 to perform the Cemetery Tree Removal project (CIP #41503) and authorizing the Director of Community Services to execute the same.

Discussion: The City of Placerville maintains two public cemeteries. Both sites include a wide variety of oak and pine trees. Many of these trees have become stressed and must be treated or removed to ensure public safety. It has been determined by City staff that it is in the City's best interest to utilize a properly licensed, experienced private contractor to perform the necessary work.

Analysis: The scope of work associated with this recommendation consist of a full risk assessment of cemeteries, site preparation, posting and notifications, deadwood removal, end weight reduction, pruning, and tree and debris removal.

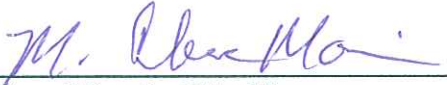
City staff received two service proposals: Signature Tree Service and Foothill Tree Service. The all-inclusive bid from Signature Tree Service was \$35,670.00 followed by Foothill Tree Services bid of \$41,310.00. Given the fact that Signature Tree Service was the lowest responsive bidder that was able to meet bid qualifications and specifications, Signature Tree Service is recommended for the project.

Cost: Signature Tree Service will assume full responsibility for development of a risk assessment document and for treatment and removal of trees. The total estimated project cost is \$35,670.00.

Budget Impact: The City Council adopted the Fiscal Year 2014/2015 Capital Improvement Program Budget which appropriated \$48,000 for the Cemetery Tree Removal project (CIP #41503). As you can see, the proposed \$35,670 agreement with Signature Tree Service is well within the project budget.

Recommendation: Adopt a resolution approving a service contract with Signature Tree Service in the amount of \$35,670.00 to perform the Cemetery Tree Removal project (CIP #41503) and authorizing the Director of Community Services to execute the same.

Attachment A: Service Agreement


M. Cleve Morris, City Manager


Steve Youel, Director of Community Services


Dave Warren, Director of Finance

RESOLUTION NO _____

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PLACERVILLE, APPROVING A SERVICE CONTRACT WITH
SIGNATURE TREE SERVICE IN THE AMOUNT OF \$35,670 TO PERFORM
THE CEMETERY TREE REMOVAL PROJECT (CIP #41503) AND
AUTHORIZING THE DIRECTOR OF COMMUNITY SERVICES TO
EXECUTE THE SAME**

WHEREAS, the Community Services Department desires to utilize a properly licensed, experienced private contractor to perform the necessary work; and

WHEREAS, Signature Tree Service, herein referred to as contractor, has submitted the lowest and responsive bid that meets terms, requirements and conditions of the project; and

WHEREAS, the City has determined that the provision of such services provided by the contractor are in the public's best interest, and are more economically and feasibly performed by a properly licensed contractor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placerville approves the service contract with Signature Tree Service in the amount of \$35,670.00 to perform the Cemetery Tree Removal project (CIP #41503) and authorizes the Director of Community Services to execute the same.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on September 23, 2014 by Councilmember _____ who moved its adoption. The motion was seconded by Councilmember _____.
The motion was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, Carl Hagen

Attest:



COMMUNITY SERVICES
DEPARTMENT
CITY OF PLACERVILLE
SERVICE CONTRACT

549 Main Street, Placerville, CA 95667
PHONE (530) 642-5250 FAX (530) 642-5228

SERVICE AGREEMENT

No: 11

PROJECT: RISK ASSESSMENT FOR TREATMENT AND TREE REMOVAL AT CITY MAINTAINED CEMETERIES

PROJECT NO.#1
REQUEST NO. 1
DATE: September 18, 2014

SERVICE LOCATION:

The Contractor will furnish all labor, equipment and materials to perform a risk assessment to treat and remove trees at City maintained cemeteries during 2014 calendar year.

SUBMIT ALL INVOICES TO:
CITY OF PLACERVILLE
Community Services Department
549 Main Street, Placerville, CA 95667

Attention: Steve Youel

| | | | |
|--|---------------------------------|--------------------------------|--------------------|
| Contractor: | | Public Work Departments | Acct. Code: |
| Signature Tree Service 212 Madrone St. Vacaville, CA 95668 | | Contact Person: Steve Youel | |
| Contact Person: | Curtis Fosnaugh | Telephone No 530/642-5234 | |
| Telephone No. | (707) 449-8653 | Fax No. 530/642-5236 | |
| Mobile No. | | | |
| Email | curtis@signaturetreeservice.com | | |
| Contractor Lic. No. | Required | | |
| Business Lic. No. | Required | | |

| Start Date | Terms | Completion Date | Insurance Limit | Contact Amount |
|------------|---------|-----------------|-----------------|----------------|
| 10/15/14 | 30 Days | 11/15/14 | See Attached | \$35,670.00 |

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

- 1.) Develop a risk assessment document.
- 2.) Provide treatment and/or removal of trees according to assessment located in City Cemeteries.

Terms and Conditions:

- 1.) Signature Tree Service will develop a risk assessment document and provide for the treatment and/or removal of trees according to assessment located in City Cemeteries.
- 2.) Signature Tree Service will provide the City with a copy of their Contractors License and City Business License.
- 3.) Signature Tree Service agrees to adhere to all conditions set herein.

Total Cost of Service \$35,670.00

ATTENTION: Total cost of service not to exceed the above amount without prior approval of the City.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this Contract

CONTRACTOR:

CITY OF PLACERVILLE

By: _____

Title: _____

By: _____

Title: _____

By: _____

Steve Youel
Director of Community Services

Sheet 1 of 2.

1. Contractor shall hold harmless, defend and indemnify the City of Placerville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Placerville.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
6. All equipment, supplies and services sold to the City of Placerville shall conform to the general safety orders of the State of California.
7. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
8. All prevailing wages and fair employment practices will be adhered to.
9. Insurance Requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the following policies of insurance in full force and effect during the term of this Agreement in the amount shown below. The City of Placerville retains sole discretion in determining the types and proper levels of insurance coverage.

| | |
|--|---|
| Comprehensive General/Commercial Liability Insurance; including endorsements for comprehensive, contractual liability, independent contractors, personal injury, premises operations, products/completed operations, and broad form property damage. | \$1,000,000 / per occur/ \$2,000,000 / aggregate |
| Automobile Liability Insurance including owned, hired, and non-owned vehicles. | \$500,000 / per occur/ \$1,000,000 / aggregate |
| Worker's Compensation | Statutory |

- b. All insurance coverage of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
- c. The limits of insurance coverage specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
- d. A certificate of insurance, in a form approved by the Community Services Dept., shall be provided by Contractor prior to the execution of this agreement. The certificate shall provide at least 30 days prior written notice to City of any material change or cancellation. The certificate shall include an endorsement naming the City of Placerville as an Additional Insured party.
- e. The Worker's Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements.

Sheet 2 of 2.