

**LASSEN MUNICIPAL UTILITY DISTRICT  
65 SOUTH ROOP STREET  
SUSANVILLE, CALIFORNIA 96130  
(530) 257-4174**

**INSTRUCTIONS TO BIDDERS**

**1. NOTICE TO BIDDERS**

Notice is hereby given that the Board of Directors of the Lassen Municipal Utility District, Lassen County, California, herein referred to as "Owner" or the "District", will receive sealed bids at the District office, 65 S. Roop Street, Susanville, California 96130 until 2:00 PM, November 6, 2020 at which time they shall be opened and publicly read for provision of:

**ELECTRIC LINE CLEARANCE AND TREE TRIMMING· 2020**

Each Bid must conform to the requirements of the Specifications, copy attached.

The District specifically reserves the right to reject any and all Bids, waive irregularities or informalities in any or all Bids, be the sole judge of the suitability of the items offered, and to accept any Bid that it determines to be in its best interest.

**2. BID FORM**

Bidders must use the Bid Forms bound in these documents when submitting a Bid. Each Bid must contain Bid Form Pages 6 through 14.

**3. MANNER OF SUBMITTING BIDS**

Prior to submitting bids, bidders must make sure that:

- a) The proposal is complete and signed.
- b) The Bid schedule is complete and the totals are correct.
- c) The Bidder has acknowledged the receipt of any Addenda.

The Bidder should also familiarize themselves with all applicable laws and regulations prior to submitting a Bid. No Bids will be accepted if the items listed above are missing from the bid package. When submitting a Bid, place the complete bid document in a sealed envelope and either:

(1) Mail to:     **Electric Line Clearance and Tree Trimming Bid**  
                  **Attn: Pat Holley**  
                  **Lassen Municipal Utility District**  
                  **65 S. Roop Street**  
                  **Susanville, CA 96130; or,**

(2) Hand deliver to:   **65 S. Roop Street, Susanville, CA.**  
                                  Note, Place "Tree Trimming Bid Enclosed" on envelope

**\*\* BIDS TRANSMITTED VIA FACSIMILE WILL NOT BE ACCEPTED \*\***

#### **4. EXAMINATION OF CONDITIONS**

Bidders shall satisfy themselves as to the conditions by personal examination of the Specifications, and Documents and the site of the work and by other examinations and investigations that they may wish to make as to the nature of the work and the difficulties encountered. Bidders may contact the District in order to arrange site inspection or may inspect the site without District assistance. Submitting a Bid shall constitute affirmation by the bidder that they have complied with the following:

- a) Carefully examined the Bid documents.
- b) Visited the site of the Work as necessary.
- c) Included in the proposal sum amounts sufficient to cover all items required by the Bid Documents.

The failure or omission of any bidder to receive or examine any Form, Instrument, Addendum, or other documents shall in no way relieve any bidder from any obligation with respect to their proposal in response to the Request for Bid.

#### **5. DISTRICT'S RIGHT TO REJECT BIDS**

The District reserves the unqualified right in its sole and absolute discretion to reject any and all Bids, and to accept the Bid or multiple Bids which in its sole and absolute judgment, will, under all circumstances best serve the interest of the District.

Each Bid shall be deemed a firm offer continuing for thirty (30) days after the date set for the opening of the bids.

#### **6. CONTRACT**

The Contract will be provided to the successful bidder and completed prior to authorizing work. The Contract, when executed, shall be deemed to include the entire agreement including bid documents between the parties thereto, and the successful bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the District or by any other person.

#### **7. AWARD OF CONTRACT**

The District plans to award an initial two-year FY2020 and FY 2021 Contract commencing on or about Nov. 9, 2020 and ending on Nov. 8, 2022 with an allowance for one two-year renewal; Option Years. The right to exercise renewals (Option Years) is at the sole discretion of the District, and will be made in writing 60 days prior to expiration of first two-year (base term) contract. A contract will not be awarded until the District is satisfied that the successful bidder is reasonably familiar with the class of work and has the necessary capital, tools and experience to satisfactorily perform same. Completion of the Work within the time stated is essential, and prior commitments of the bidder, failure to complete other work on time or reasonable doubt as to whether the bidder would complete the Work on time, may be cause for rejection of any Bid.

#### **8. BIDDER QUALIFICATIONS**

Bids will be received from qualified bidders only. By submitting a Bid, bidder warrants that they have:

- (a) Adequate financial resources to accomplish work required.

- (b) Adequate equipment to accomplish work required.
- (c) Personnel with sufficient experience to accomplish work required.
- (d) Sufficient experience in the type of work proposed.
  - 1. Bidder shall have a minimum of five (5) years experience providing vegetation management of energized conductors.
  - 2. Bidder shall provide evidence of experience, including at least three references.
- (e) The appropriate contractor's license for the work to be performed, which the District has determined to include: C-61 - Limited Specialty, D49 - Tree Service Contractor
- (f) No pending claims regarding performance, failure to deliver, labor violations, etc.
- (g) Ability to provide proof of Workers' Compensation: Limits (\$1,000,000), General liability: (Limits \$1,000,000), Umbrella liability (wildfire risk not to be excluded in policy): Limits (\$10,000,000). LMUD to be named as additional insured.
- (h) Prevailing wage Certification with DIR including registration # which is to be verified on the California Department of Industrial relations website.

#### **9. PROPOSAL MODIFICATIONS**

Proposals may be modified up until the time of bid opening. Modifications must be in writing and may be sent via written letter only. Modifications received via telephone, facsimile machine, telegraph or electronic mail will not be allowed.

#### **10. PROPOSAL WITHDRAWAL**

Proposals may be withdrawn any time prior to the time set for bid opening. Once proposals are opened, they may not be withdrawn until expiration of the proposal. All proposals shall be deemed a firm offer for not less than thirty (30) days after the date of the bid opening.

#### **11. POSTPONEMENT OF OPENING**

The District reserves the right to postpone the time and date of bid opening as the District deems necessary. Such postponement will be conveyed to all bidders by written or facsimile notice which will state the new opening time and date.

#### **12. INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

The bidder shall promptly notify the District of any ambiguity, inconsistency, or error which they may discover in the documents, or, if applicable, the site or local conditions.

If the bidder requires clarification or interpretation of the bid requirements, they shall make a written request to reach the District at least seven (7) days prior to the scheduled bid opening.

Any interpretations, corrections, or changes to the bid requirements prior to the bid opening shall be made by Addenda issued to all bidders by the District. Each bidder shall acknowledge receipt of each Addendum by signing in the space provided and attaching each Addendum to the bidder's proposal.

Interpretations, corrections, or changes of the bid requirements prior to bid opening made in any other manner than as described above will not be binding and bidders shall not rely upon such interpretations, corrections and changes.

### **13. ENVIRONMENTAL PROVISIONS**

It shall be the duty of the bidder to familiarize themselves with, and to comply with, applicable environmental laws in this project. This includes US Forest Service regulations and LMUD USFS permit requirements to identify, and locate trees that are to be removed from USFS owned land.

### **14. RELEVANT PUBLIC WORKS REQUIREMENTS**

It shall be the duty of the CONTRACTOR to familiarize themselves with, and to comply with applicable public works requirements. The public works requirements include:

- (i) Meet prevailing wage requirements and maintain the appropriate number classification of employees are on the Job site, as set forth in Labor Code Section 1777.5.
- (j) Certification and registration on DIR website as a qualified contractor meeting prevailing wage requirements and entering payroll data as required. Inspection of payroll records pursuant to Labor Code Section 1776.
- (k) Workers Compensation coverage, as set forth in Labor Code Section 1860 and 1861.
- (l) Maintaining accurate records of the work performed on the public works project as set forth in Labor Code Section 1812.

### **15. SOURCE OF FUNDS AND LIMITATION OF DAMAGES**

The bidder is hereby informed that funds for this project are limited and are public funds. The District's decision to proceed with this project and to award a contract to the successful bidder is dependent upon the bidder's agreement to submit all invoices in accordance with the unit prices or lump sum bids proposed herein. Further, in the event the bidder is awarded the contract for the Work stated herein and a dispute arises between the successful bidder and the District regarding unreasonable delays, claims for extra compensation, or any of the provisions of the contract, the successful bidder agrees to limit the total claim to only the total documented Contractor costs or losses for work performed.

### **16. BUDGETED AMOUNT**

The District's approved budget for FY 2020 (one year) of tree trimming operations is \$450,000.00. In the event of urgent or emergency needs as determined and provided in writing by the District, payments made to the Contractor may exceed this amount. The District may expend more than, or less than this budgeted amount as determined by operational needs. The District does not guarantee that budgeted funds will be completely spent due to weather conditions, circumstances beyond control of the District, regulatory changes, or other factors which may change or halt the progress of tree trimming operations.

The District has not approved budgets for years beyond the first year of the contract or the Option Period. The District does not guarantee that future years will be budgeted similarly to the base year due to changes in regulations, or operational needs.

### **17. METHOD OF AWARD OF CONTRACT**

Bidders must bid all of the items on the Bid Schedule. The District intends to award one contract for the services described in the Bid Schedule. Awards, if any, will be made at the District's discretion to the most responsive and responsible Bid complying with the requirements of the Contract Documents. The lowest Bid will not be the only criteria utilized in evaluating bids. Prior work performance, equipment and crew availability and experience will also be factors utilized in selecting the successful bidder. The lowest Bid will be the one whose quoted rates per hour and for a full year of tree trimming operations is lowest. A sample Bid Schedule is included at the end of this Section.

**18. BID AMOUNT**

In the event that the product of a Unit Price and a quantity does not equal the extended amount quoted, the Unit Price shall govern and the correct product of the Unit Price and the quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

**19. TIME OF COMPLETION**

Completion of the Work must be achieved by November 8, 2022. It is anticipated that the Notice of Award will be issued on or about November 9, 2020.

**- END OF SECTION -**

## SAMPLE BID SCHEDULE

### ANNUAL ELECTRIC LINE CLEARANCE AND TREE TRIMMING – FY2020

Total Hourly Rates Include All Costs, Overheads, Profit, and Administration

Bid Item	Description	Hourly Rate	Notes
1	Foreman/Supervisor		
2	Trimmer		
3	Apprentice Trimmer		
4	Groundsman/Helper		
5	Bucket/Lift Truck		
6	Dump Truck		
7	Chipper		
8	Pickup		
=====	=====		
9	CREW COST		
10	Foreman		
11	Trimmer		
12	Bucket Truck		
13	Chipper		
14	Total per Hour Cost for two man crew and equipment		Bids will be evaluated for lowest cost based on this total for base crew

Bidder: \_\_\_\_\_

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

**ELECTRIC LINE CLEARANCE AND TREE TRIMMING – FY2020**

**Overtime Prices**

**TIME and MATERIAL RATES (\$ per Hour)**

<b>Employee or Equipment</b>	<b>Overtime Hourly Rate</b>
Foreman / Supervisor	
Trimmer	
Apprentice Trimmer	
Groundsman / Helper	
Bucket / Lift Truck	N/A
Dump Truck	N/A
Chipper	N/A
Pickup	N/A

**Note:** The equipment overtime rate shall be equal to the regular time rate.

Bidder: \_\_\_\_\_

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

**BID SCHEDULE – Page 3**

**ELECTRIC LINE CLEARANCE AND TREE TRIMMING – FY2020 and FY2021**

**Option Years Pricing**

**TWO YEAR OPTION**

Nov 9, 2022 to Nov 8, 2024

Percentage Increase: \_\_\_\_\_ %

**Notes:**

1. Percentage increase applies to all prices of the Base Year Bid Schedule including Overtime Prices.
2. Option Year increases may include a zero (-0-) percent value.
3. Base Years are date of award through Nov 8, 2022.

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

**BID FORMS**

**ELECTRIC LINE CLEARANCE AND TREE TRIMMING – 2020**

TO: LASSEN MUNICIPAL UTILITY DISTRICT  
65 South Roop Street  
Susanville, California 96130

In compliance with your Notice and Instructions to Bidders, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 30 calendar days from the date of the opening, to furnish the labor and equipment upon which prices are quoted, at the price set opposite each item.

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of person authorized to sign this bid)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contractor's License No.: \_\_\_\_\_

Contractor's License Expiration Date: \_\_\_\_\_

Contractor's Classification(s): \_\_\_\_\_

Contractor's DIR Prevailing Wage Certification # \_\_\_\_\_

Contractor's License number and expiration date stated herein are made under penalty of perjury. Seal, if bid by corporation



**EXPERIENCE AND QUALIFICATIONS STATEMENT**

1. Following is a list of the bidder's qualifications and experience pursuant to the requirements of Section 9 of the Instructions to Bidders.

**A.** Location and for whom performed: \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Total Number (approx.) of Trees Pruned: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B.** Location and for whom performed: \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Total Number (approx.) of Trees Pruned: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Location and for whom performed: \_\_\_\_\_  
\_\_\_\_\_ Year \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Total Number (approx.) of Trees Pruned: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Subcontractors:** The following is the name and location of the shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder, and the type of work performed.

<u>Name &amp; Address of Subcontractor</u>	<u>Type of Services</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____





## TECHNICAL SPECIFICATIONS

### ELECTRIC LINE CLEARANCE AND TREE TRIMMING – FY 2020

#### 1. Description of Work

- A. Work to be done consists of furnishing all labor, methods, materials, tools, permits, licensing, certification and equipment that are necessary to accomplish Line Clearance pruning on Lassen Municipal Utility District's (the District's) electrical transmission and distribution system. This work is to be conducted in accordance with accepted industry practices, the scope of which includes but is not limited to the following: hazardous tree pruning, overhead electrical line clearance tree pruning, tree removal. Adherence to LMUD and USFS Permit requirements related to tree identification and location on USFS lands are to be performed by the contractor.
- B. Tree work shall meet the requirements contained in the following standards:
- California Public Resources Code Sections 4292 and 4293
  - California Administrative Code, Title 8, Articles 37 and 38
  - California General Order No. 95, Rule 35 Tree Trimming
  - ANSI Z133.1 - Pruning, Repairing, Maintaining, And Removing Trees, And Cutting Brush - Safety Requirements
  - ANSI A300 - Tree Care Operations, Standard Practices
  - ISA Standard Practices
  - District Standards and other standards as referenced in this Specification.

#### 2. License and Certification

- A. At the time Bids are submitted and throughout the Contract period, the Contractor shall be licensed in accordance with the provisions of the California Contractors State License Board. The following licenses are required to perform the Work:
- Classification C-61 - Limited Specialty
  - Category D-49 - Tree Service Contractor
- B. The Contractor or their Field Supervisor/Representative shall be a Certified Arborist with International Society of Arboriculture (ISA).
- C. The Contractor shall be registered with the California DIR for Prevailing Wage Certification and Payroll data entry.
- D. The Contractor shall employ Qualified Line Clearance Tree Trimmers meeting the requirements of OSHA 29 CFR 1910.269, ANSI Standard Z133.1, and California Code of Regulation Title 8 Article 38 standards and requirements.
- E. The Contractor shall provide proof of all licensing and certifications to the District.

#### 3. Workmanship

- A. The Contractor shall keep fully informed of all State and Federal codes, regulations, laws and all municipal codes enforced by Lassen County which relate to the work herein.
- B. The Contractor shall perform the work described herein as an integral part of a continuing high-quality District service to which its customers are accustomed.
- C. The Contractor shall only employ competent crafts persons/skilled workers to perform the work. If any person employed by the Contractor fails or refuses to carry out directives of the

District, appears incompetent, or acts in a disorderly or improper manner, they shall be immediately removed at the request of the District.

- D. All public contact shall be courteous and informational only. When the Contractor is approached by a property owner or any other member of the public with questions concerning the work, they shall be addressed with courtesy and professionalism. LMUD is to be notified of all customer contacts or requests.

#### **4. Crew**

- A. The crew needed to effectuate the work herein is to consist of a minimum of a two (2) person crew or other as necessary to perform the work safely. Changes to the crew size and make up may be required for specific work tasks but shall be mutually agreed upon by the Contractor and the District.

#### **5. Safety**

- A. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss to employees and other persons including the general public, and property including District facilities and private property. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- B. The Contractor shall use EXTREME CAUTION at all times to ensure safe distance and working space limits are maintained from electric facilities.
- C. All employees and equipment working within a ten (10) foot proximity of energized conductors in excess of 300 volts shall be qualified line clearance tree trimmers or qualified line clearance tree trimmer trainees using appropriate tools and equipment. Personnel employed and considered qualified for line clearance tree trimming by the Contractor shall meet and abide by all applicable OSHA 29 CFR 1910.269, ANSI Standard 2133.1, and California Code of Regulation Title 8 Article 38 standards and requirements.
- D. Proof of such qualification shall be in the form of individual identification cards reflecting current status as line clearance tree pruners for each qualified employee and documentation of the Contractors training program that shall include, but not limited to, the following items:
- First Aid and Cardio Pulmonary Resuscitation
  - Aerial Device Rescue
  - Utility Hardware Identification
  - Training meeting all applicable standards and requirements of OSHA 29 CFR 1910.269, ANSI Standard 2133.1, and California Code of Regulation Title 8 Article 38.
- E. All qualified employees utilized by the contractor for line clearance tree pruning must also provide proof of having performed such duties a minimum of eighteen (18) months under the supervision of a qualified line clearance tree pruner.
- F. In the event of US Forest Service restrictions in certain areas due to conditions resulting in high fire danger, the Contractor will immediately follow work procedures or adhere to schedules required or permitted by USFS.

G. The Contractor shall require all personnel to use the appropriate Protective Equipment as may be required by federal, state, and local laws. Such Protective Equipment shall include, but is not limited to, the following:

- Hard Hats - complying with ANSI Standard 289.1
- Safety Glasses - complying with ANSI Standard 287.1
- Hearing Protection complying with OSHA Hearing Conservation Standard 1910.95 and ANSI Standard S12.6
- Boots, gloves and other protective clothing as necessary

#### **6. Notification for Emergency Service Provider**

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency.

#### **7. Emergency Work Availability**

The District and the Contractor, on a verbal authorization basis, shall coordinate any and all emergency work. The Contractor must be able to respond to emergency call-out requests within one (1) hour of contact by the District during normal working hours and within two (2) hours outside of normal working hours.

#### **8. Hours of Work**

- A. Unless otherwise specified herein, all tree trimming activity, except for emergency situations, shall be between the hours of 6:30 AM and 5:00 PM, Monday through Friday. Work in excess of eight (8) hours per day, or forty (40) hours per week shall be at overtime rates and shall not be performed except upon written authorization by the District.
- B. Saturday, Sunday, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the District. The following days are recognized holidays for District employees:

New Years Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

#### **9. Communications**

- A. The Contractor shall provide its crews with acceptable communications devices for its own safe operations but must also include person-to-person communications devices, such as cellular telephones, capable of contacting the District for the purpose of reporting concerns or emergencies. Contractor crew leaders and the Contractor's field supervisor must also have such means of communications for contact purposes.
- B. The Contractor is to notify LMUD as soon as possible in the event of any damage to any LMUD facility or equipment, or any customer owned buildings, roads, fencing, or any item located on the customer's property. The Contractor is to notify LMUD of any customer request or complaint as soon as possible. The Contractor is to notify LMUD as soon as possible of any injury to any Contractor employee, or anyone present on their jobsite. The District may supply radios to the Contractor for direct contact with the District during emergencies.

#### **10. Tools**

- A. Equipment is to consist of, but is not limited to, a combination aerial lift dump truck with insulated boom, chipper, and related devices. Each line clearance tree pruning crew shall have, in addition to an aerial lift dump truck and chipper, all the necessary chain saws, manual and/or hydraulic pruning devices, small tools, climbing lines, rigging, ropes, etc. in order to efficiently and safely perform routine pruning and removal of trees associated with line clearance tree pruning. The District will not loan or provide the Contractor with tools.
- B. Trucks and trailers shall be clearly marked with the Contractor's name and/or logo.
- C. Mufflers and/or baffles, spark arrestors shall be required on all equipment to control and minimize noise. The Contractor must comply with all applicable Lassen County noise regulations.

#### **11. Communications With Property Owners**

- A. Contractor shall ensure that complaints of any nature received from property owners or public authorities resulting from this Work shall receive immediate attention and that all efforts shall be made to complete a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the District as soon as possible.
- B. If a property owner or resident objects to line clearance tree pruning for any necessary tree work, the Contractor may be required to delay that work until the objection is resolved. If the objection to work occurs while the work is in progress, the Contractor shall stop work immediately and notify the District. Work shall not resume at the location of an objection until authorized by the District. The District shall not be liable for any expense to the Contractor arising from Work delayed by a property owner's objections to tree trimming or refusal to give permission.

#### **12. Control of Arboreal Material and Clean Up**

- A. All tree pruning and debris resulting from the Work, including wood larger than five (5) inches in diameter, shall be promptly removed from the Work site if agreed to by property owner and the District and properly and legally disposed of at the expense of the Contractor unless special arrangements have been made by the District and/or the property owner. All disposal costs shall be included in the Contractor's bid.
- B. The Contractor shall dispose of all small (less than 5 inches) vegetation by chipping and removal from the Work site. Wood larger than 5 inches in diameter shall be cut into lengths for safe lifting purposes and removed from the Work site if agreed to by property owner and the District. Residents on whose property a tree or trees have been cut shall have first choice over any wood collected from such trees. The Contractor shall make chipping material and wood larger than five (5) inches in diameter available to District customers if agreed to by property owner and the District.
- C. The Contractor's work shall be performed in an environmentally responsible manner with regards to any and all material generated by the work. Upon completion of work, the area shall be cleaned to a condition at least equal to that which existed prior to the commencement of the work. Undergrowth and adjacent shrubbery or trees sustaining damage or injury due to the work shall receive corrective action. Final cleanup of the work area shall be satisfactory to the District and the affected property owners. Special care shall

be taken to ensure that pruned material not remain aloft, either hanging on branches or District facilities.

### **13. Reporting Requirements**

The Contractor shall be required to furnish the District with a written record of work locations, completed work and time spent at each location. Documentation shall consist of the following:

- A Crew Log (Contractor produced document) given to the District at the beginning of the workweek that states, at a minimum, the dates) the Contractor's crew will be working on the Project, prospective pruning locations for that workweek and contact names/phone numbers for the crew performing the work.
- A completed District Line Clearance Field Tag, a copy of which is included as Exhibit A. This District Field Tag shall be filled out no later than the completion of each location, or at the end of the workday, whichever comes first. All field tags shall be turned in no later than Wednesday of the following workweek.
- The District Field Tag may be substituted with a copy of the Contractor's own daily/weekly report/field log/tag only if said document reflects the minimum required fields set forth by the District's Field Tag. The District will determine the acceptance of any field tag other than the District's Field Tag for records keeping.

### **14. Priority of Line Clearance Pruning**

- A. The Contractor shall give first priority to trees in contact or in close proximity to primary (7,200/12,470 volt or above) overhead lines when scheduling work throughout the contract period. In the event that the District is aware locations where trees are in contact or in close proximity to overhead lines the District will make contractor aware of such conditions. All line clearance tree pruning locations must be processed in the order they are scheduled and any deviations must be communicated to the District.
- B. The Contractor shall not begin a workweek without first contacting the District, furnishing a Crew Log and taking special assignments/locations from the District if available.

### **15. Pruning Methods and Types of Pruning**

- A. Natural pruning techniques recommended by the International Society of Arboriculture (ISA) and ANSI Standards A300 shall be utilized. Care shall be taken to avoid practices that can cause severe damage or injury to the tree while achieving the required clearance objectives. Wherever possible, natural pruning cuts shall be made to direct future growth and sprouting away from the conductors.
- B. Pruning: All trees are to be pruned so as to maintain the minimum clearance requirements from electric conductors as set forth in Section 20 of these Technical Specifications, Table of Minimum Required Clearances. Dead branches overhanging primary and/or secondary conductors shall be removed. Portions of dead or decaying trees or portions of trees weakened by decay or disease that may contact conductors from the side or by falling must be pruned to eliminate the hazard. Extreme care should be taken while working around energized conductors. The Contractor shall analyze and bring to the attention of the District any dangerous conditions or potential safety hazards.
- C. Crown Reduction: Trees directly under conductors shall be pruned and shaped. The tree crown shall be reduced and rounded into a symmetrical appearance. Conifers shall be pruned in a natural manner that allows them to retain as much of their natural shape as possible.

- D. Side Prunes and Slope Backs: Where line clearance tree pruning adversely alters the shape of a tree, additional pruning shall be done to give such trees a satisfactory shape and appearance. Whenever possible, slope back a high side prune to prevent the wall effect that is an unsightly style of pruning and which increases the chances of limb failure.

#### **16. Tree Pruning**

- A. Tree pruning (trimming) includes Work performed on any plant with a central trunk having a diameter at breast height (DBH) four (4) inches or larger. Multiple stems originating from the same crown shall be considered one tree.
- B. The Contractor shall identify and recommend trees that may be removed, in lieu of pruning, so as to minimize future tree trimming operations.

#### **17. Tree Removal**

- A. Tree removal includes the falling of the entire tree having a DBH of at least five (5) inches and the removal and disposal of limbs and branches. When multiple stems originate from the same root crown, each (5) inch DBH or larger stem shall be considered as one tree. The maximum remaining height of tree stumps shall be six (6) inches.
- B. The Contractor shall identify and recommend trees that should or must be removed due to disease, proximity to conductors, the hazard of falling into electric facilities, etc. Contractor will perform a Level 1, limited visual risk assessment from the ROW during circuit trimming to identify visibly high risk trees (dead, rotten, or diseased trees) within 75 feet of the ROW edge which within reasonable judgment constitute a potential hazard to LMUD's wires at the time of inspection.
- C. Trees shall not be removed unless specifically authorized the property owner and the District shall informed and notified before removal.

#### **18. Types of Work**

Work under this Contract shall consist of three (3) general types and shall be identified as such for reporting, invoicing and billing purposes:

1. **Routine Maintenance Work** - Routine maintenance work includes trees to be trimmed, or removed in the normal course of work. Such work shall be billed by Contractor on a rate price as defined in the Bid Schedule. The Contractor is expected to provide enough resources to keep pace with any Routine Maintenance Work identified by the District. Under rare and extenuating circumstances, the District may direct the Contractor to perform the Work on an overtime basis at overtime unit prices as defined in the Bid Schedule. Such overtime work at unit prices shall only consist of normal tree trimming, and removals as listed in this description.

2. **Emergency Work** - Emergency work shall consist of additional requested work that the Contractor's employees are trained and qualified to perform and which may be required on an unscheduled basis at any time including emergency storm related work. Emergency work will be paid at T& M prices as defined in the Bid Schedule. Contractor shall be required to ensure that all labor and equipment necessary to perform emergency work is available to the District within one (1) hour of contact during normal working hours and two (2) hours outside of normal working hours. Contractor shall be required to ensure crews have suitable lighting to perform work and protective clothing for work in inclement weather, including rain and snow gear.

**20. Table of Required Minimum Clearances**

A. The following table reflects the minimum clearances required between trees and conductors:

<u>Type of Conductor</u>	<u>Voltage</u>	<u>Distance from Tree to Conductor, feet (1.)</u>	
		<u>Trimmed Clearance (2.)</u>	<u>Minimum Clearance (3.)</u>
Supply Service Drops	0 to 750	0 ft. (Note 4)	0 ft. (Note 4)
Secondary Supply Conductors	0 to 750	4 ft.	2 ft.
Primary Supply Conductors	750 to 22,500	Per G.O. 95 Rule 35 Tree Trimming Hazard Zones (see note 5)	

**Notes:**

1. While obtaining the trimmed or minimum clearances, consideration shall be given to conductor sag due to changes in temperature. The Contractor shall assume a minimum of one (1) foot additional sag for Primary Supply Circuits. This additional clearance factor shall be added to the applicable clearance values as shown in the Table.

2. The amount of removal and number of pruning cuts shall be determined on a tree-by-tree basis and calculated considering the species, unique characteristics and growth patterns of each particular tree. The end result achieved shall ideally be that of maintaining the Minimum Clearances described in the Table throughout a tree's growth cycle until the next scheduled pruning. The Trimmed Clearances may be increased to meet this requirement.

3. Where conditions exist that prohibit the Contractor from obtaining the Trimmed Clearances (i.e., to comply with state and local ordinances, etc.), clearances may be reduced to the Minimum Clearances.

4. Provide minimum pruning of 1 to 2 feet where supply service conductors show strain or evidence of abrasion from tree contact.

5. Note that the table has increased trimmed clearance in 2018. By District approval, General Order No. 95, Rule 35, Exception No.4 may be applied on a case by case basis.

B. At no time shall any pruned clearances be inferior to those mandated by the California Public Utilities Commission (CPUC) and General Order No. 95 relating to minimum clearances for overhead supply lines. The Contractor shall notify the District where General Order No. 95, Table 1 minimum clearances are not obtained.

**21. De-Energizing Conductors**

A. Whenever it is determined that an electrical hazard exists in a tree that has to be climbed for line clearance tree pruning, removal or the performance of any work described herein and such hazard cannot be cleared from the ground by using nonconductive pruning or sawing instruments, the Contractor or Contractor's crew leader must make a formal request to the District to have the section of line in question de-energized and properly grounded for the length of time necessary to clear the hazard.

- B. If the electrical hazard is an emergency with the potential for personal injury, property damage or conductor/facility damage, the line in question will be de-energized as soon as possible after notification has been made to the District. If this is not the case, the District requires at least forty-eight (48) hours of notification for any planned outage.
- C. If requested by the contractor the District will place the appropriate distribution feeder circuit(s) on "non-reclose" mode for tree trimming operations.

## **22. Contractor Operations**

- A. The Contractor shall be expected to conduct their operations in a manner which creates minimum damage to the natural vegetation and landscape not directly involved in the scope of work. Ingress and egress must be via the existing public roads or utility easements. Permission must be obtained from the property owner to access from the property owner's roads or driveways.
- B. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include, but are not limited to, dust control, site clean up, material control and temporary fencing as required.

## **23. Maintaining Traffic and Pedestrian Operations**

- A. The Contractor must so conduct their operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic control and related devices shall conform to requirements set forth in the Lassen County requirements. All traffic must be permitted to pass through the Work unless otherwise approved by the District.
- B. Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work and no additional allowances will be made therefore.
- C. Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the District, no road closures shall be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise approved by the District. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.
- D. Residents affected by tree trimming operations must be provided passage and access through the Work area to the maximum extent possible.
- E. Gutters and drainage channels must be kept clear and unobstructed at all times. All equipment shall be utilized in a manner that protects District streets, sidewalks, or other facilities from damage.
- F. Where approved in advance by the District, the Contractor must construct and maintain detours for the use of public traffic at their own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time shall be a material breach of the Contract subject to any and all remedies available pursuant to the Agreement and at law and equity. Such remedies include, but are not limited to, termination pursuant to Article 10 of the Agreement.
- G. The Contractor shall be responsible for keeping all emergency services, including the local police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of their operations.

## **24. Public Safety**

- A. The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.
- B. No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the District.
- C. Should the Contractor fail to provide public safety as specified or if, in the opinion of the District, the warning devices furnished by the Contractor are not adequate, the District may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor shall be liable to the District for, and the District may deduct from amounts due or that may become due the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

## **25. Inspection**

- A. The District's Inspector will inspect each area of the Work. In the event the inspection finds unsatisfactory work, the Contractor shall immediately correct the defective Work as directed by the District. Such corrective actions shall be at no additional cost to the District.
- B. The District shall decide any and all questions that may arise as to the quality or acceptability of the work performed and progress of the Work.

## **26. Contact Information**

### **A. Technical and Specification Information:**

Cort Cortez, Electric Operations Manager (530) 257-6067

## **27. Invoice and Payment**

- A. The Contractor shall submit a bi-weekly Invoice for payment including crew hours and rates, in a form acceptable to the District for all Work performed.
- B. Payment for all work and work requirements denoted in these Specifications shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

**\* End of Specifications \***

## Exhibit A

### LINE CLEARANCE FIELD TAG (Sample)

This field tag is to be used should the Contractor's own form or tag not have the minimum information required below.

<b>Completed by:</b>	<b>Date:</b>
<b>Circuit / Feeder No.:</b>	<b>Address:</b>
<b>Comments / Notes:</b>	

Description	Units	Regular	Overtime	Notes
<b>Time &amp; Material</b>				
Foreman / Supervisor	HRS			
Trimmer	HRS			
Apprentice Trimmer	HRS			
Groundsman / Helper	HRS			
Bucket / Lift Truck	HRS			
Dump Truck	HRS			
Chipper	HRS			
Pickup	HRS			