



**Notice Requesting Proposals for
Urban Forestry Pruning Services No. 5004-2021-UFP**

The City of San Luis Obispo is requesting sealed proposals for services associated with the Landscape Maintenance Service Specification No. 5004-2021-UFP

All firms interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>).

All proposals must be received via BidSync or by mail to the Department of Finance at or before **x/xx/2021 at 11:00 am.**

Proposals received after said time may not be considered. The preferred method of submission is electronically via BidSync. If you wish to send a hard copy, to guard against premature opening, each proposal shall be submitted to the Department of Finance in a sealed envelope plainly marked with the proposal title, project number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the project package.

A **MANDATORY** pre-proposal conference will be held to answer any questions that the prospective proposers may have regarding the City's request for proposals.

Due to the Covid-19 pandemic, this meeting will be held outside, attendees are required to wear face coverings and comply with CDC social distancing guidelines.

**Corporation Yard
25 Prado Road, San Luis Obispo
June 16, 2021
At 10:00 AM and 2:00 PM**

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com.

Please contact **Greg Cruce** at gcruce@slocity.org or (805) 781-7264 with any questions.

A. INTRODUCTION

INTRODUCTION

The City of San Luis Obispo (City) maintains approximately 20,000 trees within the public right-of-way and City Parks. The City's urban forest maintenance is completed through a combination of City staff as well as qualified tree care contractors who specialized in this type of work.

The City is requesting proposals from suitably qualified companies (Contractor) that have demonstrated experience in providing commercial tree maintenance services and can provide the best possible tree care to maintain the City's Urban Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. All work must be completed to the satisfaction of the City's contract representative.

The requested services are for on-call and emergency work as request by the City. The City anticipates advertising an additional Request for Proposal for area pruning during the 2021-2023 Financial Plan.

B. SCOPE OF WORK

All tree pruning shall comply with the City of San Luis Obispo Municipal Code and the American National Standard Institute, ANSI A300 Pruning Standards and ANSI Z133.1, Safety Requirements for Tree Pruning, Trimming, Repair or Removal. Tree care shall be consistent with the International Society of Arboriculture Best Management Practices.

All tree plantings shall be done in accordance with the City of San Luis Obispo Engineering Standards.

The City's contract representative shall determine if the Contractor has met all pruning requirements and payment shall not be made for work that is not in accordance with the above standards. The Contractor shall be deemed to be in breach of contract if they consistently fail to comply with the conditions and standards as detailed.

Overall Description of Primary Work

- a. Furnish all labor, materials, equipment, and incidental items required to lawfully perform the preplanned and pre-priced for city-owned tree maintenance tasks and to respond to emergency tree clean-up and removal as described in the following sections.
- b. Comply fully with this specification.

Broadleaf and Conifer Tree Pruning (Preplanned work to be done under the pre-priced approach).

- a. Remove all dead wood.
- b. Lighten heavy branches to conform to the tree's natural character.
- c. Remove undesirable, weak, or crossing branches.
- d. Remove suckers and water sprouts.
- e. Remove stubs, broken branches, split branches, abnormal growth, mistletoe, vines, and other parasitic vegetation.

- f. Make all cuts at the branch collar.
- g. Remove large or heavy branches with the three-cut method: under cut, over cut & finish cut.
- h. Balance the tree as appropriate for the species health and vigor.
- i. Follow the directions of the City Contract Manager or designee who shall have the discretion to change or modify specifications to suit special situations.

Palm Trees (Preplanned work to be done under the pre-priced approach).

- a. Remove all dead fronds.
- b. Remove all seed pods and seed pod husks.
- c. Remove all abnormal growth from the base of the tree trunk.
- d. Elevate green or live fronds to 90 degrees.
- e. Trim the base of the palm bead to form a "pineapple" effect.
- f. Remove any nicked or partially cut fronds.

Quality and Care (All work).

- a. Do not use hooks, climbers, gaffs, or other climbing equipment that may penetrate the bark of the tree.
- b. Observe good arboricultural practices as recommended by the International Society of Arboriculture Best Management Practices.
- c. Ensure that all employees on site are ISA Certified Tree Workers or have equivalent or higher ISA certification. Specialized work assignments may require the presence of a Certified Arborist during the work.
- d. Ensure that pruning will not disturb the nesting seasons of birds.
- e. All work shall be reviewed in advance by an ISA Certified Arborist in conjunction with the City Arborist.

Tree Removals

- a. Contractor removes tree and hauls all debris. The contractor shall dispose of tree and debris properly and not at any City owned or maintained sites include the City's Corporation Yard located at 25 Prado Road.
- b. Area of removal to be left in a clean and acceptable condition.
- c. No wood shall be left along public right-of-way unless approved by the City.
- d. Stumps should be cut 2" above grade where routing can be done safely.
- e. Removals shall be conducted in professional manner in accordance with the standards of the arboricultural trade profession.
- f. Removals shall be conducted in compliance with City tree removal permit process.
- g. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy-five (75') feet will fall under Crew Rental rates.

Stump Grinding

- a. Contractor shall be responsible for marking locations and notifying Underground Service Alert (USA) a minimum of 48 hours prior to work.
- b. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered.
- c. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump.
- d. Holes created by stump and root grinding must be filled the same day. A combination of

native soil and stump grindings will be used to fill the hole to two (2") inches above normal ground level.

- e. All excess routing chips debris will be removed and loaded into transport vehicle for disposal.
- f. Clean up all trash and any soil or dirt spilled at the end of each working day.
- g. For oblong tree trunks, the diameter shall be the average of the trunk.

Tree Planting

- a. Contractor shall be responsible for marking locations and notifying Underground Service Alert (USA) a minimum of 48 hours prior to work.
- b. Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff.
- c. Contractor will guarantee the quality of the tree stock and the workmanship.
- d. Planting pit shall be dug at appropriate width and the same depth of the root ball. Before placing the tree in the planting pit, Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- e. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- f. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- g. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding five - ten (5-10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- h. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be eight (8') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one-third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- i. Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- j. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- k. Clean up all trash and any soil or dirt spilled at the end of each working day.
- l. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease, and structural defects.
- m. Contractor shall obtain County approval for any trees purchased outside of San Luis Obispo

County.

Crew Rental

- a. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work. As directed by City staff, trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate. The use of crew rental may be warranted due to inaccessibility, in parks or slope locations, or non-linear tree pruning.

Emergency Work

- a. The Contractor shall be required to provide emergency on call response for damaged trees because of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.
- b. Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least three (3) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.
- c. Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.
- d. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis from portal to portal. This shall include all labor, tools equipment, disposal fees and necessary materials. Emergency response charges may also be applied for crew(s) to “stand-by” during storm-type weather elements.

Safety

- a. Comply with Cal-OSHA and ANSI standards for safe working practices.
- b. Place and maintain all devices required to safely close a traffic lane when necessary.
- c. Place and maintain traffic control in accordance with current City standards and MUTCD guidelines.
- d. Contractor is required to obtain a blanket encroachment permit with the City Public Works Department. Traffic control plans for work on arterial and collector streets are required to be reviewed and approved in advance of the work. Traffic Control plans are to be submitted a minimum of five (5) days in advance of the work at the Public Works permit counter at 919 Palm.
- e. Emergency work is exempt from traffic control plan submittal requirements; however, all traffic control during emergency work shall conform to City standards and MUTCD.

Cleanup

- a. Remove all equipment, materials, and debris from the worksite at the end of each workday, including sweeping of debris to prevent it from entering storm drain inlets.

- b. When working within 25' of a storm drain inlet, cover inlet to prevent debris entry until work is complete.
- c. All wood and pruning debris shall be disposed of by the Contractor.
- d. Dispose of all debris in accordance with City, State and Federal laws.

Notification of Scheduled Work

- a. Post streets 48 hours before work starts when parking must be restricted.
- b. Call City of San Luis Obispo Police Department 48-hours ahead of work starting to verify "No Parking " signs are posted to allow towing.

Issuing Work to Contractor

- a. On-call work requested by the City shall commence no later than 10 calendar days after request by the City.

Documentation of Work

- a. Complete Daily Tree Maintenance forms (Exhibit A) for all work performed.
- b. Forms must be submitted to the City within five (5) business days after the completion of the work. Forms can be submitted electronically or paper copies.
- c. Failure to submit the Daily Tree Maintenance form within five (5) business days to the City will result in a in a 25% reduction in pay for work performed.
- d. Daily Tree Maintenance forms shall not be required for emergency work.

Work is subject to prevailing wage requirements.

E. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX or emailed submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section H.
4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.

9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section H of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
12. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
13. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
14. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
15. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
16. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
17. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
18. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
19. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

20. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.

SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section B (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive proposer.
2. **Sales Tax Reimbursement.** For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.** In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.** The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Supplemental Purchases.** Supplemental Purchases. Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
6. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.
7. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
8. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.
9. **Start and Completion of Work.** On-call work is expected to start within 30 days of contract execution.
10. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
11. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
12. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.

PROPOSAL CONTENT

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- a. Proposal submittal summary. This is a brief written statement to explain what the contractor intends.
- b. Certificate of insurance.
- c. References from at least three firms for whom you have provided similar services.
- d. Cost proposal sheet.
- e. Acknowledgment of any issued addenda.

Qualifications

- f. Experience of your company in performing work and projects relevant to the Scope of Services outlined and described in the request.

Work Program

- g. Detailed description of your approach to completing the work.
- h. Services or data to be provided by the City.
- i. Services and deliverables provided by the Contractor(s).
- j. Any other information that would assist us in making this contract award decision.

Requested Changes to Terms and Conditions

- k. The City desires to begin work soon after selecting the preferred Consultant Team. To expedite the contracting process, each submittal shall include requested redlined changes to terms and conditions, if necessary.

Proposal Length

1. Proposal length should only be as long as required to be responsive to the RFP, including attachments and supplemental materials.
2. **Phase 1- proposal Evaluation and Selection.** Proposals will be evaluated by a review committee and evaluated on the following criteria:
 - a. Understanding of the work required by the City.
 - b. Quality, clarity and responsiveness of the proposal.
 - c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
 - d. Recent team experience in successfully performing similar services.
 - e. Creativity of the proposed approach in completing the work.
 - f. Value
 - g. Writing skills.
 - h. References.
 - i. Background and experience of the specific individuals managing and assigned to this project.
3. **Phase 2 – Oral Presentations/Interviews and Consultant Selection** Finalist candidates will make an oral presentation to the review committee and answer questions about their proposal. The purpose of this second phase is two-fold: to clarify and resolve any outstanding questions or issues about the proposal; and to evaluate the proposer's ability to clearly and concisely present information orally. As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.
4. As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further

with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

5. **Proposal Review and Award Schedule.** The following is *an outline of the anticipated schedule* for proposal review and contract award:

a.	Advertise RFP	[6/10/2021]
b.	Pre-Proposal Conference (mandatory)	[6/22/2021]
c.	Receive proposals	[7/9/2021]
d.	Complete proposal evaluations	[7/15/2021]
e.	Conduct finalist interviews and finalize recommendation	[7/22/2021]
f.	Execute contract	[8/1/2021]

6. **Pre-Proposal Conference.** A MANDATORY pre-proposal conference will be held at the following location, date, and time to answer any questions that prospective bidders may have regarding this RFP:

City of San Luis Obispo Corporation Yard
25 Prado Road, San Luis Obispo
June 22, 2021
At 10:00AM and 2:00PM

Due to the Covid-19 pandemic, this meeting will be held outside, attendees are required to wear face coverings and maintain CDC social distancing guidelines.

7. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
8. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
9. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
10. **Required Deliverable Products.** The Contractor will be required to provide:
- a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.
 - b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:
 - Word Processing: MS Word
 - Spreadsheets: MS Excel
 - Desktop Publishing: InDesign
 - Virtual Models: Sketch Up
 - Digital Maps: Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff
 - c. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

11. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).

12. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Contractor at up to [number] public meetings to present and discuss its findings and recommendations. Contractor shall attend as many "working" meetings with staff as necessary in performing work-scope tasks.
13. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.
14. To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.
15. In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION G: FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on _____, City requested proposals for Urban Forestry Pruning Services, per Project No. 5004-2021-UFP

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said project;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from August 1, 2021 through July 31, 2025 or until termination of the contract in accordance with this agreement.
2. **INCORPORATION BY REFERENCE.** City Specification No. 5004-2021-UFP and Contractor's proposal dated [_____] is hereby incorporated in and made a part of this Agreement and attached as Exhibit A. The City's terms and conditions are hereby incorporated in and made a part of this Agreement as Exhibit B. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions, the City's terms and conditions shall prevail, unless specifically agreed otherwise in writing signed by both parties.
3. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional 2 years.
4. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2022, contract prices shall be modified by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment. Under no circumstances shall the contract price increase more than five (5) percent from the prior contract year.
5. **Ability to Perform.** The Contractor warrants that it possesses all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.

The Contractor's employees shall be competent and qualified to perform the specified work and shall perform the specified work in an orderly manner. If the City's representative advises the Contractor that an employee is incompetent, unqualified, or disorderly, the Contractor shall remove that employee from the specified work for the duration of the contract. The Contractor shall not bring to the specified work locations any pets, children, or persons not employed under the contract.
6. **Contractor Identification.** All staff employed in the work shall wear a shirt or jacket clearly identifying the Contractor's company.
7. **Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City.

8. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
9. **Scope of Work and Levels of Service.** The Contractor shall furnish services for Urban Forest Pruning as specified in **Exhibit A**.

The City may periodically request additional unspecified work, such as new or replacement planting at the various locations. For this work, the City shall pay the Contractor an amount equal to the amount provided by the contractor as detailed in **Section J**, multiplied by the number of units completed or installed.

10. **Work Hours.** The Contractor shall perform maintenance work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. The Contractor shall not perform any of the specified preplanned work outside of these work hours without the previous written consent from the City's Contract Manager. Work within the downtown core shall be completed no later 12:00 pm (noon). Work hours will be restricted on arterial streets to avoid high traffic volume times. Does not apply to emergency work.
11. **Traffic Control.** Contractor is required to obtain a blanket encroachment permit with the City's Public Works Department. Traffic control plans for work on arterial and collector streets are required to be reviewed and approved in advance of the work. Traffic Control plans shall be submitted a minimum of five (5) days in advance of the work at the Public Works permit Counter at 919 Palm Street. Contractor shall provide proper traffic control at times for vehicles, bicycles, and pedestrian traffic.
12. **Encroachment Permits.** When specified work must be completed in the medians of state highways, such as those on Santa Rosa Street, the Contractor shall obtain and pay for any encroachment permits which may be required from the State of California Department of Transportation. The cost of the encroachment permit shall be reimbursed by the City.
13. **Materials.** The Contractor shall not use any material for the specified work without the City's prior written approval of that material. If requested, the Contractor shall furnish to the City without charge samples of materials for examination and testing. Irrigation shall meet current City standards.

The Contractor shall furnish to the City a list of all materials used for the specified work that are regulated by law as toxic or hazardous. With this list the Contractor shall include a material safety data sheet for each toxic or hazardous material. The Contractor shall train its employees in the proper handling of any toxic or hazardous materials.

14. **Inspection and Corrections.** The Contractor shall furnish the City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements. The City Contract Manager shall be sole judge of the adequacy of the Contractor's maintenance and the appearance of the sites.

Upon completion of the work, the City's Contract Manager shall inspect the work to ensure thorough quality work. The Contractor will be notified by the City about any deficiencies, which must be corrected to the satisfaction of the City's Contract Manager within 10 (ten) calendar days. **If the Contractor does not correct a documented deficiency within 10 days, it shall forfeit 50 percent of price for the deficient work performed.**

15. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect

or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall scope of work.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

If, at any time during the term of the contract, the City determines that continued contract maintenance is no longer in the best interests of the City due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Contractor will be paid compensation due and payable to the date of termination.

16. **Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Contractor and sub-contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. Copies shall be furnished if requested.
17. **Release of Reports and Information.** The Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City's written permission.
18. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
19. **Conflict of Interest.** The Contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project which will follow.

The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no sub-Contractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance

of the work hereunder, the Contractor shall at all times be deemed an independent Contractor and not an agent or employee of the City.

20. **Rebates, Kickbacks or Other Unlawful Consideration.** The Contractor warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
21. **Covenant Against Contingent Fees.** The Contractor warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
22. **Compliance with Laws and Wage Rates.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.

Prevailing wage is required, at a minimum, for work under this contract. The Contractor and any subcontractor must forfeit to the City not more than \$200 per day or part of a day for each worker paid less than the prevailing wage rate and pay the worker the difference between the prevailing wage rate and the rate paid (Labor Code § 1775). The Labor Commissioner determines the amount of this penalty and bases the amount on:

1. Whether the failure to pay the correct prevailing wage rate was a good-faith mistake that the Contractor or subcontractor promptly and voluntarily corrected upon notice
2. The prior record of the Contractor or subcontractor in meeting its prevailing wage obligations
3. The Contractor or subcontractor's willful failure to pay the correct rate of prevailing wages

The Contractor shall submit certified payroll as part of the monthly invoice submittal. Weekly payrolls must include each employee's:

1. Full name
2. Address
4. Work classification
5. Straight time and overtime hours worked each day and week
6. Actual wages paid for each day
7. Fringe benefits or submit a statement of fringe benefits, clearly defining which benefits are paid directly to the employee as part of the hourly rate, and which benefits are paid into an approved program. Fringe benefit statements must be signed by the employer or the employer's agent certifying the fringe benefit statement is correct and the employer has been authorized to make any payments on behalf of the employee to approved programs.

23. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
24. **Permits, Licenses, and Insurance.** The Contractor shall procure and maintain current, all permits, licenses, and specified insurance, and pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's work. The contractor shall have and maintain the following valid State of California Licenses, C-61/D49 Contractors License, as well as Certified Arborist on staff in good standing with the International Society of Arboriculture. All work performed by the Contractor's shall be performed by a certified tree worker or equivalent.

25. (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance or Contractor's failure to perform its obligations under this Agreement or out of the operations otherwise conducted by Contractor, including claims arising out of the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.
26. The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.
- The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.
27. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA; the California Division of Industrial Safety; and Union Pacific Railroad (UPRR) as well as the UPRR Fire Prevent Plan.
28. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
29. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
30. **Security of Work Locations.** For work locations secured by locks, the City shall provide the Contractor with the required keys. The Contractor shall properly secure these locations when specified work is completed and shall replace or repair City property lost or damaged when locks are not properly set.
31. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
32. **Non-Exclusive Contract.** The City reserves the right to contract for the services listed in this proposal from other Contractors during the contract term.
33. **Contractor Invoices.** The Contractor shall deliver invoices to the City accompanied with the relevant Daily Work Logs.
34. **Payment.** For providing services as specified in this Agreement, City will pay and Contractor shall receive therefore compensation for requested work in accordance with the prices included in Section J.

35. **Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City Contract Manager and the City Director of Public Works, who may consider written or verbal information submitted by the Contractor. Not later than thirty days after receipt of a written decision on any dispute by the City's Contract Manager, the Contractor may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Public Works Director. Not later than 30 days after issuance of the final audit report, the Contractor may request a review by the City's Public Works Director of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the City will excuse the Contractor from full and timely performance in accordance with the terms of this contract.

36. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation as awarded by contract.
37. **CONTRACTOR/CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.
38. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Engineer. If, at any time during the project, the Contractor is directed to do work by persons other than the City Contract Manager and the Contractor believes that the work is outside of the scope of the original contract, the Contractor shall inform the Contract Manager immediately. If the Contract Manager and Contractor both agree that the work is outside of the work scope and is necessary to the successful completion of the work, then a fee will be established for such work based on Contractor's hourly billing rates or a lump sum price agreed upon between the City and the Contractor. Any extra work performed by Contractor without prior written approval from the City Contract Manager shall be at Contractor's own expense.
39. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
40. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City

Greg Cruce
City of San Luis Obispo, Public Works
25 Prado Road
San Luis Obispo, CA 93401

Contractor

Name
Title
Address
Address

41. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: _____
City Manager

APPROVED AS TO FORM:

CONTRACTOR:

City Attorney
Its: CAO / President

By: _____
Name of CAO / President

SECTION H: INSURANCE REQUIREMENTS

Operation & Maintenance Contracts

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$3,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The 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.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also required by this clause.

The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

☐ Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

<i>Date</i>

☐ Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

<i>Date</i>

EXHIBIT A

Nearest Address	Tree ID	Species	DBH (in)	Condition	Work Type	Worker(s)	Time Spent	Comments
				<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good				
				<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good				
				<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good				
				<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good				
				<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good				
				<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good				
				<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good				

SECTION I: ACKNOWLEDGMENT OF SERVICE LEVELS

Firm Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:
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SECTION J: UNIT COST FORM

The Contractor will provide all labor, equipment, and materials to perform trimming services and/or install the following items on request in accordance with City Specifications at the lump sum price of:

		dsh = Diameter at Shoulder Height	Unit	Price
1.	Full Trim Broadleaf/ Conifer Tree	3-6" dsh	Per Tree	
2.		6-12" dsh	Per Tree	
3.	Per tree pruning price shall be used for	12-18" dsh	Per Tree	
4.	area pruning when more than 5 trees	18-24" dsh	Per Tree	
5.	within a zone are requested to be	24-30" dsh	Per Tree	
6.	pruned.	30-36" dsh	Per Tree	
7.		36-42" dsh	Per Tree	
8.		Over 42" dsh	Per Tree	
9.	Washington Palm Tree Trimming (Annually)	Any	Per Tree	
10.	Washington Palm Tree Trimming (Every 3 years)	Any	Per Tree	
11.	Date Palm Tree Trimming (Annually)	Any	Per Tree	
12.	Date Palm Tree Trimming (Every 3 years)	Any	Per Tree	
13.	Tree Removal	n/a	Per inch dia.	
14.	Stump Grinding	n/a	Per inch dia.	
15.	Furnish & Plant Tree	#15	Per Tree	
16.	Per City Engineering Standards	24" box	Per Tree	
17.		36" box	Per Tree	
18.	Three (3) Person Crew with Equipment- Regular Time	n/a	Per Hour	
19.	Three Person Crew with Equipment-	n/a	Per Hour	

	Emergency Rate (2-hour response time)			
20.	Certified Arborist	n/a	Per Hour	
21.	Minimum for emergency response	n/a	Hours	

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes

No

- ***If yes, explain the circumstances.***

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Proposer Representative