September 3, 2015

Re: Request for Proposals for Tree Trimming and Tree Maintenance Services

Dear Prospective Bidder,

The City of Carpinteria is soliciting Requests for Proposals (RFP) from qualified firms to perform tree trimming and tree maintenance services citywide. The selected firm will also be responsible for responding to the City’s emergency tree issues.

The City is a California general law city providing local government services to a population of 13,547 on the South Coast of Santa Barbara County. The City currently has approximately 2,600 street trees located within the City’s right-of-way laid out over five distinct districts. The regulations for tree maintenance are outlined in the City’s Municipal Code and the City follows the American National Standards Institute (ANSI) for Tree Care Operations.

If you are interested in this opportunity, please complete the required forms in the enclosed RFP and deliver or mail the entire RFP and three copies in a sealed envelope clearly marked “Tree Trimming and Tree Maintenance Services Bid Proposal” to the address below.

Questions pertaining to the Scope of Work can be directed to Paul Medel, Public Works Supervisor at paulm@ci.carpinteria.ca.us and any other questions may be directed to Erin Maker, Environmental Coordinator at erinm@ci.carpinteria.ca.us. All questions related to this RFP are due by Tuesday, October 13, 2015 by 5:00 pm.

For more information and to obtain the required documents, please visit the City of Carpinteria, Department of Public Works web page at www.carpinteria.ca.us. Request for Proposals will be received until 2:00 pm on Tuesday, October 20, 2015 when the RFPs will be publicly opened in the Council Chambers at 5775 Carpinteria Avenue, Carpinteria, CA.

Thank you for your time, effort, and interest in our Tree Maintenance Services.

Sincerely,

Charles W. Ebeling, P.E.,
Public Works Director

Encl. RFP for Tree Trimming and Tree Maintenance Services
CITY OF CARPINTERIA
REQUEST FOR PROPOSALS

For:

TREE TRIMMING AND TREE MAINTENANCE SERVICES

Proposal Release Date:
Thursday, September 3, 2015

Questions Due by:
Tuesday, October 13, 2015
5:00 PM

Proposal Submittal Due Date and Time:
Tuesday, October 20, 2015
2:00 PM

COMPLETE THE FORMS WITHIN THIS RFP AND DELIVER OR MAIL THE ENTIRE RFP AND THREE COPIES IN A SEALED ENVELOPE CLEARLY MARKED “TREE TRIMMING AND TREE MAINTENANCE SERVICES BID PROPOSAL” TO THE ADDRESS BELOW.

Prepared by
City of Carpinteria
Department of Public Works
5775 Carpinteria Avenue
Carpinteria, CA 93013
(805) 684-5405
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RFP INFORMATION

INTRODUCTION

The City of Carpinteria (the “City”) is soliciting proposals from qualified companies to perform tree trimming and tree maintenance services citywide. The selected firm will also be responsible for responding to the City’s emergency tree issues. The terms Consultant/Contractor/Vendor will be referred to herein as “Contractor” in this Request for Proposals (RFP).

The City is seeking to award a tree trimming and tree maintenance contract for an initial term of five (5) years, with three (3) one-year (1-year) extension periods at the option of the City. The award will be made to the lowest responsive and responsible bidder.

BID SUBMISSION INSTRUCTIONS

Include all costs associated with performing the Scope of Services described in this RFP. Complete all the required forms in this RFP and submit one (1) original and three (3) copies of this entire RFP to the Public Works Department by the date and time stated on the coversheet of this RFP. This time and date is fixed and extensions will not be granted. Bid proposals received after the deadline will not be considered. Late submittals will be destroyed thirty (30) days after bid opening. 

**Bid Proposals shall be submitted in sealed envelopes clearly marked on the outside “Tree Trimming and Tree Maintenance Services Bid Proposal”.** Mail or deliver sealed bid proposals to:

<table>
<thead>
<tr>
<th>US Mail / FedEx / UPS / Hand Delivery:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Carpinteria</td>
</tr>
<tr>
<td>Public Works Department</td>
</tr>
<tr>
<td>5775 Carpinteria Ave.</td>
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<tr>
<td>Carpinteria, CA 93013</td>
</tr>
</tbody>
</table>

Bid proposals in the form of telephone calls, facsimiles or e-mails will not be accepted. The City does not recognize the U.S. Postal Service, UPS, FedEx, or other carriers in determining the date and time the bid was received.

It is the responsibility of the bidder to carefully examine this RFP and any addenda, which, if issued, will be posted on the City’s website.

Bid results are available upon request 2-3 business days after the bid opening. Posted bid prices are preliminary in nature and may not reflect the final cost calculation. No notification will be sent to unsuccessful bidders.

INQUIRIES

Only the following individuals may be contacted during the procurement process:

<table>
<thead>
<tr>
<th>Questions Pertaining to Scope of Work</th>
<th>Name: Paul Medel, Public Works Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email address: <a href="mailto:paulm@ci.carpinteria.ca.us">paulm@ci.carpinteria.ca.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Questions other than Scope of Work</th>
<th>Name: Erin Maker, Environmental Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email address: <a href="mailto:erinm@ci.carpinteria.ca.us">erinm@ci.carpinteria.ca.us</a></td>
</tr>
</tbody>
</table>
To provide adequate response time prior to the bid opening, all questions regarding this RFP must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet of this RFP. If the issue materially affects the RFP, the information will be incorporated into an addendum and posted on the City’s website.

No letters or correspondence will be sent notifying prospective bidders of any modifications or clarifications to this RFP.

**SCOPE OF WORK**

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section “Scope of Work.”

A. **ANNUAL MAINTENANCE PROGRAM**

   1) The Contractor shall be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects, as detailed in paragraph “F” of this Scope of Work section.

      The bid shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program as described in paragraph “E” of this Scope of Work section.

      Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

   2) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

B. **EMERGENCY RESPONSE PROTOCOL**

   1) The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

      a. The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City.

      b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.

      c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.
Failure to meet these requirements for timely response to emergencies shall result in a $500 penalty for each occurrence, as the actual liquidated damages incurred by the City in such occurrence cannot readily be ascertained at this time.

C. CONTRACTOR EMPLOYEE PROTOCOL

1) The Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the awarded contract.

2) All employees of the Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a shirt, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor's employees shall appear neat and well-groomed at all times. Contractor's employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.

3) The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
   a. Have all proper licenses for operation of equipment utilized by such employee.
   b. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
   c. Mechanical ability to make required operator adjustments to the equipment being used.
   d. Knowledge of safety regulations as they relate to tree care and traffic control.
   e. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
   f. Ability to communicate orally in English. Supervisor shall have ability to communicate in written English.
   g. Demonstrated knowledge of tree care and related operations.

D. TREE INVENTORY

No later than three (3) months after full execution of the awarded contract for Tree Trimming and Tree Maintenance Services, the successful Bidder shall provide a complete city-wide update of the City's tree inventory. The tree inventory data shall
conform to the existing tree inventory database and include, but not be limited to, the following data fields:

1) Tree Location

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI ArcView/Arc GIS compatible "shape file" utilizing such data.

The inventory shall be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plotting the position. The data shall be compatible with the latest version of ArcView. The location shall be stated within one (1) foot accuracy.

The tree inventory shall also include the location and height of uplifted sidewalks. This information will be updated, at a minimum, on a weekly basis.

Contractor shall indicate whether such tree is a Specimen or Heritage Tree.

The Contractor shall update the tree inventory on a daily basis, as conditions require (e.g., tree removed, tree planted, etc.). The City shall have access to the updated data at all times per Paragraph “P” of this Scope of Work section.

2) Measurement of Canopy Spread

As a part of the data collection process, the successful Bidder shall measure the canopy spread of each tree using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the City.

3) Tree Condition

a. General condition of individual trees
b. Pruning requirements (i.e., recommended pruning cycle)
c. Condition of surrounding hardscape (i.e. displacement, recent repairs)

E. FIVE YEAR TREE MAINTENANCE PLAN

Within ten (10) months of contract award, Contractor will review citywide tree inventory and will provide the City with a Five Year Tree Maintenance Plan (TMP). This plan will include the proposed annual grid trimming schedule outlining the plan for trimming each of the City’s trees over a five year cycle, with exception for trees designated for more frequent trimmings. The TMP will be a five-year prioritized plan that identifies trees that need to be removed and replaced, as well as filling of vacancies. The TMP will present three (3) tree species as options for each tree site recommended for replacement. The options will take into account any of the City’s appropriate planning documents such as the City’s General Plan and Street...
Tree Master Plan, as well as spacing concerns, area for planting, sidewalks, existing landscape, watering needs, etc. The TMP will include an estimated annual cost for each of the five years, for removal and replacement, assuming a 24" box replacement.

F. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 4:30 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb drop, dead branches, etc., the Contractor will respond as directed by the City's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

G. PUBLIC NOTICING

The Contractor shall supply and post standard signage, with professional quality graphics, approved by the City's designated representative, on the trunk of the tree
at the work site at which work is to be performed, at least seventy-two (72) hours in advance of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

The Contractor shall comply with all provisions of the Carpinteria Municipal Code (C.M.C.) regarding work to be performed on street trees and landscaping (See Carpinteria Municipal Code, Chapter 12.28).

H. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited per the State Water Boards National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No.R4-2012-0175. It is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

I. WILDLIFE PROTECTION

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City’s designated representative (C.M.C. Section 12.28.120). At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City’s Animal Control Division and/or the nearest appropriate animal rescue facility for assistance.

J. PRE-INSPECTION

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the City’s designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City’s designated representative shall be considered the responsibility of the Contractor.
K. SETUP, OPERATIONS, EQUIPMENT STAGING

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

L. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City’s designated representative. Any defective or weakened trees shall be reported to the City’s designated representative. The Contractor will be responsible for providing the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

M. RISK MANAGEMENT

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the City.

N. CLEANUP OF GREEN WASTE AND DEBRIS

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall
any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

O. DISPOSAL OF MATERIALS

The Contractor shall provide to the City evidence of Recycling Credit under C.M.C. 8.08 for all green waste produced as a result of the Contractor's operations under the terms of an awarded contract. All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor. Weight slips shall be required as proof of final disposal and must be submitted to the City with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

1) Wood Chips

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at City Hall for use in the residential mulching program, or through use as mulch on City property at the direction of the City's designated representative.

The City shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. Chips generated from trimming operations within the City of Carpinteria may be dumped and spread at a City designated site with written permission from the City's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees.

P. RECORD KEEPING

The Contractor shall provide and operate, a computerized tree inventory system that is compatible with the current City inventory system and shall upload all historic data. The system shall be password accessible twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided to the City, shall be uploaded and operational within the Contractor's tree inventory system prior to the commencement of all tree service work under the terms of an awarded contract. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, diameter) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the
Contractor and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City and shall be uploaded to the City's system no less than twice per week.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the awarded contract.

Q. ACCIDENT INVESTIGATION

Any duty-related incident which results in any injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.
R. INSPECTIONS

The City’s designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the City’s designated representative, with a written schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor’s expense.

S. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1) Defective, unsatisfactory or inadequate work not corrected.
2) Claims filed or reasonable evidence indicating probable filing of claims.
3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
4) A reasonable doubt that the awarded contract can be completed for the balance unpaid.
5) Property damage that resulted from an incident.

T. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify this scope of work with the joint approval of the Contractor and the City’s designated representative or assignee. All modifications shall be in writing.

1) In the event that the City should require additional work beyond the requirements of this scope of work, the Contractor shall perform all work based on the unit prices provided in the bid price sheet in this RFP.
2) Additional work may be added to the scope of work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted in the bid price sheet in this RFP.
3) The Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
U. GRID TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning depends on the type or purpose of pruning.

1) General Specifications for hardwood tree pruning
   a. The Contractor shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of the structure of any tree.

   b. The Contractor shall prune trees to prevent branch and foliage interference with safe public passage. The Contractor shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eighty-four (84) inches above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time direction is obtained from the City's designated representative.

   c. The Contractor shall use best practices when removing a live branch and shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

   d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

   e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.

   f. All final tree pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, that produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.

   g. All dead and dying branches and branch stubs shall be removed.

   h. All broken or loose branches shall be removed.

   i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
j. When encountering limbs that are weighted with more foliage than the limb is likely to support, branches shall be selectively pruned toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.

k. Branches that create sight line conflicts with traffic control signs and/or devices shall be selectively pruned.

l. Branches that are within five (5) feet of a structure shall be selectively pruned.

m. Trees of sprout or sucker growth shall be cleared to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.

n. Trees shall be pruned to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City’s designated representative to do otherwise.

o. All vines entwined in trees and on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees. Vines include, but are not limited to, ivy and mistletoe.

p. Tree limbs shall be removed and controlled in such a manner to cause no damage to other parts of the tree, or to other plants or property.

q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.

r. All pest infestations relating to termites, bees, hornets, or wasps shall be promptly reported to the City’s designated representative.

s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.

t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.

u. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.

v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City, to aid in the safety of climbers performing the removal of a tree.

2) Crown Raising/Clearance Prune:
A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

b. Clearance Prune: Clearance Prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune."

3) Pruning Specifications for individual Hardwood Species

a. General Trimming and Shaping of Conifers
Two basic classes of conifers can be found in the City, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City's designated representative.

1. The Contractor shall avoid damaging the central leader on all conifers. In specific cases the City's designated representative may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.

2. At the time of pruning, the City's designated representative shall determine which trees shall have the new growth pinched back in an effort to control canopy size.

3. To control the growth of large mature conifers the Contractor shall be required to prune the new growth of lateral limbs.

4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.
b. General Trimming and Shaping of Broadleaf Trees

Follows the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City’s designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).

2. In specific cases the City’s designated representative may direct the Contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.

3. Dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs shall be trimmed and removed. Branches with an extremely narrow angle of attachment should normally be removed.

4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping shall not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

V. SPECIALTY PRUNE CLASSIFICATIONS FOR HARDWOOD TREES

A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than thirty percent (30%) of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

1. **Crown Cleaning:** Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

2. **Crown Thinning:** Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of the trunk and branches as well as improve the
growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City’s designated representative.

3. **Crown Reduction:** Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.

4. **Crown Restoration:** Crown Restoration is a corrective pruning used to restore the form of crowns that have been previously damaged. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

W. **Palm Tree Pruning**

Any tree work performed on a City tree must be done according to the City’s specification. The criterion for pruning depends on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

1) The specifications for the pruning of palm trees are as follows:
   
a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City’s designated representative immediately.

b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (Phoenix canariensis) in the City. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties up to the cost of replacement of the palm.

Live, healthy fronds, initiating at an angle of ninety degrees (90°) or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and
maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (Phoenix canariensis) in the City. The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm shall result in severe penalties up to the replacement cost.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

1. Canary Island Date Palm (Phoenix canariensis): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) feet and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovel in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tampered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (Phoenix dactylifera): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (Phoenix canariensis), the base does not require ornate shaping.
Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) feet and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

3. Queen Palm (Syagrus romanzoffianum): loose petiole bases are to be removed each time the crown of a Queen Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.

4. King Palm (Archontophoenix cunninghamiana): loose petiole bases are to be removed each time the crown of a King Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.

5. Mexican Fan Palm (Washingtonia robusta): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.

6. California Fan Palm (Washingtonia filifera): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

X. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.

2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.

3. The Contractor shall identify the location of all utilities and private property
landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City’s designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.

4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.

5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City’s designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.

6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.

7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).

8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

9. Except in hillside areas where the stump needs to remain for soil stability, in the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than thirty (30) days from the initial tree removal. The Contractor shall be responsible for maintaining a Tree Stump Removal List on a daily basis with such list provided to the City weekly. Should the removal of any stump not occur within the thirty (30) day period, the Contractor will remove the stump, within forty-eight (48) hours of notification by the City, at the Contractor’s expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
10. As directed by the City’s designated representative, trees on hillsides should be removed to a depth of one inch below grade, cut at the angle of the grade. The indentation shall be filled by the Contractor with wood chips.

11. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

Y. TREE PLANTING AND YOUNG TREE CARE

1. Tree Planting

Tree planting consists of the installation of a nursery stock container or palm trees supplied by the Contractor.

a. The Contractor shall comply with all general specifications standards described herein.

b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.

c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the tree being planted. The Contractor will provide the City with a copy of the bill of lading (or other such documentation) indicating the nursery from which the tree is purchased.

d. Brown trunk height (BTH) for palm trees shall be measured from the top of the root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.

e. Planting stock shall be well watered prior to shipping and covered during transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.

f. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City’s designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
g. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.

h. The Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the surrounding finished grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.

i. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten percent (10%) well decomposed organic fines.

j. The Contractor shall backfill palm plantings with one hundred percent (100%) washed mortar (plaster) sand.

k. While backfilling, the Contractor shall cease backfilling when the planting pit is one-half (1/2) full, and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.

l. The Contractor shall be responsible for the stability of all planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated one hundred eighty degrees (180º) opposite the other stake. The root ball shall not be damaged by the installation of stakes. The stakes shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per the manufacturer's specifications.

m. The Contractor shall not use hoses, equipment or water from private properties while installing or watering parkway trees.

n. If a new tree dies within a one (1) year period from planting, the Contractor shall replace it with a like specimen within seven (7) days of discovery, at the Contractor's expense.
o. If a new tree is determined to be diseased within two (2) years of planting, the Contractor shall replace it with a like specimen, within seven (7) days of discovery, at the Contractor’s expense.

2. New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage. This irrigation will continue as directed by the City’s designated representative.

a. The Contractor shall comply with all general specifications standards described herein.

b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.

c. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.

d. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.

e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree’s surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.

f. The Contractor shall maintain a daily log of trees watered. The log shall list the trees watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

**CONTRACT TERM**

The awarded contract term is five (5) years, effective from the date of execution of the contract, with the City’s option to extend the contract on the same terms for three (3) additional one (1) year periods. The City shall not be required to provide “cause” or any reason whatsoever should it elect not to renew. The contract term and all extensions thereto shall not exceed a total of eight (8) years.

**AWARD CRITERIA**

**General Provision** – The award of any contract shall be at the sole discretion of the City. It is the intent to make an award to one Bidder for all requirements although the City reserves the right to make multiple awards depending on the City’s needs and what
is in the best interest of the City. The City may accept or reject any or all bid proposals in whole or in part and may waive informalities in the process. The contents of the proposal of the selected Bidder will become the basis for a contractual obligation when the award of bid is made.

**Tree Maintenance Services Bid Award** – The City will award a contract to the lowest responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the lowest bid, the City will review the Grand Total for each Bidder as indicated on the Bidder’s Bid Price Sheet.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of a contract.

**Grand Total Bid** - The grand total bid shall be calculated by adding the extended prices for all services as listed under General Services, Emergency Services, and Other Costs.

The extended prices shall be calculated by each Bidder and tallied for each service as well as each sub-total and the grand total. The extended prices are intended to show a potential amount of monthly service and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. Nothing in this RFP or in the estimated amount of units shown in the extended prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future contract. The successful Bidder shall be paid on the unit price only for work performed under the awarded contract executed by the successful Bidder and the City. The Contractor shall pay California Prevailing Wage Rates to all its employees.

The City will review only the grand totals for determination of the lowest Bidder, and will confirm the unit prices of the lowest Bidder for accuracy. If the apparent lowest Bidder is determined to have a mathematical error in the tabulation of the grand total, a sub-total, or an extended price, the City shall notify all bidders of such error and shall revise such Bidder’s grand total to reflect the corrected sum.

**REQUIRED QUALIFICATIONS**
Contractors submitting bids must hold both a valid State California C-27 (Landscaping) and a C-61/D49 (Limited Specialty/Tree Service) Contractor’s License. Both licenses must be in good standing for the previous three (3) consecutive years without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

The Contractor shall have OSHA certification for aerial equipment to be used throughout the term of the awarded contract.

The Contractor’s personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a project manager who shall be an ISA Certified Arborist, and fluent in the English language. At all times during contracted tree maintenance activities the firm shall have work crews on site that are represented by an
English speaking supervisor who can receive and carry out instructions given by designated City representatives.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the awarded contract, which may be delivered to said party or representative at the work site.

The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

The Contractor should have at least three (3) similar and separate California governments or municipal multi-year tree maintenance contracts which have been successfully completed within the last ten (10) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with bid submission). These projects must also include work in tree inventories. The bid shall include a detailed description of their proposed inventory program along with sample reports.

At the time of award, the successful bidder must have staff that includes Certified Crane Operator(s) as recognized by the National Commission for the Certification of Crane Operators (NCCCO).

A submitted bid must include the required Contractor’s Organization Statement and Performance History form found in the “Required Forms for Submittal” section of this RFP.

**TERMS AND CONDITIONS**

**Applicable Laws** – The laws of the State of California will govern the awarded contract. The applicable law for any legal dispute arising out of the awarded contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning the type of services provided. All systems provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.


**Conflict of Interest** – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City may not accept gratuities, entertainment, meals or anything of value whatsoever from current or potential service providers or suppliers. The offer of such gratuity to an employee of the City shall be cause for such service provider or supplier to be declared a non-responsible Bidder and prohibited from bidding, as provided in California Public Contract Code.

**Independent Contractor Status** – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an “independent contractor” and not as an agent or employee of the City.
**Default of Contractor/Consultant** – The City shall hold the Bidder responsible for any damage that may be sustained by the City or third party because of the failure or neglect of the Bidder to comply with any term or condition listed herein.

**Permits and Licenses** – The Bidder shall secure and maintain in force during the term of any contract resulting from this RFP all licenses and permits required by law for the operation of its business, including a City business license.

**Appropriation of Funds** – If the term of the awarded contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is subject to the appropriation of funds for such purpose by the City Council. If funds to effect such continued payment are not appropriated, the Bidder agrees to discontinue providing any goods or service supplied to the City under the awarded contract.

**Assignment** – The Bidder shall, under no circumstances, assign any contract awarded as a result of this RFP by any means whatsoever, or any part thereof to another party without express written permission of the City.

**Award of Contract** – Award of any contract arising from any proposal submitted as a result of this RFP requires approval by the City Council as prescribed by City Ordinance. If the Contractor presents additional terms or conditions after a bid award has been made, such award shall be considered VOID.

**Submission of Signed Proposals** – Any bid proposal for which this RFP does not require submittal of a signed Bid Price Sheet, must include a signed proposal letter. The submission of proposals must be signed in longhand by the Bidder's authorized representative. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing. Submission of proposals by corporations must be signed under the legal name of the corporation by its president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

**Addendum to the RFP** – If it becomes necessary to revise any part of this RFP, an addendum to this RFP will be posted on the City's website. All addenda issued during the time of bidding will be incorporated into any resulting contract.

**Withdrawal of Proposal** – Any Bidder may withdraw its proposal, either personally or by written or facsimile request at any time prior to the time set for the Bid opening, provided that written confirmation of any facsimile with the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Bidder in preparing its proposal confers no right of withdrawal or modification of its proposal; after such proposal has been opened.

**Rejection of Proposals** – This RFP does not commit the City to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which bids are responsive, responsible and most qualified. Any proposal that contains items not specified, items that are incorrect, has incomplete portions of items scheduled, or does not respond to items in the manner specified in this RFP may be considered non-responsive and may be rejected on these bases at the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed Bid Due Date may be considered non-responsive and may be rejected.

Non-award of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-award of any proposal will mean that
either another proposal was deemed to be a lower cost or terms more advantageous to
the City, or that no proposal was deemed acceptable.

**Public Information** – After the date specified for the opening of this RFP, all materials
received relative to general service proposals become public information and are
available for inspection. Professional service proposals become available to the public
upon the award of contract. The City reserves the right to retain all proposals
submitted.

**Bidder's Cost to Develop Proposal** – Costs for developing a proposal in response to
this RFP are entirely the obligation of the Bidder and shall not be chargeable in any
manner to the City.

**News Releases** – The Bidder shall not make news releases pertaining to an award
resulting from proposals made in response to the RFP without the prior written approval
of the City. In addition, the successful Bidder must agree not to release any advertising
mentioning the City or quoting the opinion of any City employee without written approval
by the City.

**Right to Negotiate Proposals** – The City reserves the right to negotiate any price or
any provision, accept any part, or all parts of any and all proposals as determined to be
in the best interest of the City and the taxpaying public. Bidders are encouraged to
submit their best prices in the proposal as negotiations, if applicable, may only occur
with the lowest responsible bidder for general services. For professional services, fees
may be negotiated with the most qualified proposer.

**INSURANCE REQUIREMENTS**

**Indemnity** – The Contractor hereby agrees to indemnify and hold harmless, including
the cost to defend the City, and its officers, officials, agents, employees, and volunteers,
from any and all losses, claims, liens, demands, liability, and causes of action of every
kind and character including, but not limited to, the amounts of judgment, interests,
court costs, legal fees, expert costs, expert fees and all expenses incurred by the City to
the maximum extent allowed by law arising in favor of any party, that arise out of, or
pertain to, or relate to the negligence, recklessness, or willful misconduct of
Consultant/Contractor/Vendor and its agents in the performance of services under the
awarded contract, but this indemnity does not apply to liability for damages for death or
bodily injury to persons, injury to property, or other loss, arising from the sole
negligence, willful misconduct or defects in design by the City or the agents, servants,
or independent contractors who are directly responsible to City, or arising from the
active negligence of City.

**Insurance** – The Contractor shall maintain throughout the duration of the term of the
awarded contract, liability insurance covering the Contractor and designating the City
including its elected or appointed officials, directors, officers, agents, employees,
volunteers, or consultants, as additional insured against any and all claims resulting in
injury or damage to persons or property (both real and personal) caused by any aspect
of the Contractor’s work, in amounts no less than the following and with such
deductibles as are ordinary and reasonable in keeping with industry standards. It shall
be stated, in the Additional Insured Endorsement, that Contractor’s insurance policies
shall be primary as respects any claims related to or as the result of Contractor’s work.
Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or
appointed officials, directors, officers, agents, employees, volunteers, or consultants
shall be non-contributory. The Additional Insured Endorsement shall not apply to the
Professional Liability Insurance.

Professional Liability Insurance (applies only to professional service contract):

a. General Aggregate $2,000,000

General Liability:

a. General Aggregate $2,000,000
b. Products Comp/Op Aggregate $2,000,000
c. Personal & Advertising Injury $1,000,000
d. Each Occurrence $1,000,000
e. Fire Damage (any one fire) $ 50,000
f. Medical Expense (any one person) $ 5,000

Workers' Compensation:

a. Workers' Compensation Statutory Limits
b. EL Each Accident $1,000,000
c. EL Disease - Policy Limit $1,000,000
d. EL Disease - Each Employee $1,000,000

Automobile Liability

a. Any vehicle, combined single limit $1,000,000

The Contractor shall provide thirty (30) days advance notice to the City in the event of
material changes or cancellation of any coverage. Certificates of insurance and
additional insured endorsements shall be furnished to the City thirty (30) days prior to
the effective date of the awarded contract. Refusal to submit such certificates shall
constitute a material breach of the awarded contract entitling the City to any and all
remedies at law or in equity, including termination of the awarded contract. If proof of
insurance required under the awarded contract is not delivered as required or if such
insurance is canceled and not adequately replaced, the City shall have the right but not
the duty to obtain replacement insurance and to charge the Contractor for any premium
due for such coverage. The City has the option to deduct any such premium from the
sums due to the Contractor. Insurance is to be placed with insurers authorized and
admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or
better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject
to approval by the City. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject
to approval by the City. The Contractor shall immediately advise the City of any
litigation and/or open claims that may affect these insurance policies.

DEFINITIONS

The following words, terms and phrases have the meanings ascribed to as follows:

Lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be
determined by consideration of the following factors:

(1) The quality, availability and suitability of the supplies, equipment or services to
the particular use required.

(2) The ability, capacity and skill of the bidder to perform the service required.

(3) Whether the bidder has the financial resources and facilities to perform or
provide the service promptly, or within the time specified, without delay or
interference.

(4) The character, integrity, reputation, judgment, experience and efficiency of the
bidder.
(5) The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.

(6) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.

(7) The scope of conditions attached to the bid by the bidder.

**Most qualified bidder.** The "most qualified bidder" will be determined by consideration of the following factors:

(1) Qualifications, background, and prior experience of the firm in performing services for similar projects.

(2) Experience, organization, and technical skills to successfully accomplish the project’s scope of services and objectives.

(3) Overall project design and methodology.

(4) The responsiveness of this RFP to the tasks to be performed as identified in the Scope of Services section.

(5) The timeliness and speed with which the Bidder can complete the scope of work.

(6) The comprehensiveness and rationale of the project work plan.

(7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.

(8) An evaluation of the approach and related costs.

**Non-responsive bidder** means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in this RFP.

**Non-responsible bidder** is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in this RFP.

**Professional services** means those services provided by an individual, firm, partnership, or corporation as an independent contractor and which are of a technical and/or unique nature which require persons who are exceptionally qualified by education or experience to perform administrative, technical or advisory services which do not involve the delivery of a specific end product other than reports, plans, documents or specifications. By way of illustration but not limitation, the following services are considered as professional: general management consulting, personnel consulting, architecture, accounting, land surveying, landscape architecture, law, medicine, engineering, and research, studies of government operations and procedures and training. Services exempt from this definition include various types of testing services, real estate appraisers, equipment repair specialists, janitorial services and security service.

**Responsible bidder** means a bidder who submits a responsive bid and who is not only financially responsible, but also possesses the resources, judgment, skill, ability,
capacity and integrity requisite and necessary to perform the awarded contract according to its terms.

*Responsive bid* means a proposal, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in this RFP.

*Services* means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by City officers or employees or architectural or other professional services which by their nature do not lend themselves to normal competitive procedures.
**REQUIRED FORMS FOR SUBMITTAL**

**BID PRICE SHEET**
For all services described below, unless excluded by the City in description of services below, the City shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

### A. GENERAL SERVICES

<table>
<thead>
<tr>
<th>Services</th>
<th>Unit Price</th>
<th>Estimated Units</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost per Grid or Annual Tree Street/Park Tree Trimming</td>
<td>$</td>
<td>2,646 Grid trimmings*</td>
<td>$</td>
</tr>
<tr>
<td>2. Cost per Tree (Street/Park Tree, Off Grid Trimming) Regardless of tree diameter</td>
<td>$</td>
<td>441 Trees*</td>
<td>$</td>
</tr>
<tr>
<td>3. Cost per Chinese Elm - Pruned every 2 Years (Crown Reduction / Crown Restoration)</td>
<td>$</td>
<td>5 Chinese elms</td>
<td>$</td>
</tr>
<tr>
<td>4. Cost per Palm Tree Grid Trimming:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under 20' tall</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Over 20' tall</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5. Tree and Stump Removal: Cost per Tree (Tree and Stump Removal)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0” – 6”</td>
<td>$</td>
<td>2 Trees</td>
<td>$</td>
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<tr>
<td>7” – 12”</td>
<td>$</td>
<td>2 Trees</td>
<td>$</td>
</tr>
<tr>
<td>13” – 18”</td>
<td>$</td>
<td>4 Trees</td>
<td>$</td>
</tr>
<tr>
<td>19” – 24”</td>
<td>$</td>
<td>4 Trees</td>
<td>$</td>
</tr>
<tr>
<td>25” and over</td>
<td>$</td>
<td>4 Trees</td>
<td>$</td>
</tr>
<tr>
<td>6. Stump Removal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12” – 24”</td>
<td>$</td>
<td>6 Trees</td>
<td>$</td>
</tr>
<tr>
<td>25” – 36”</td>
<td>$</td>
<td>6 Trees</td>
<td>$</td>
</tr>
<tr>
<td>37” and over</td>
<td>$</td>
<td>6 Trees</td>
<td>$</td>
</tr>
</tbody>
</table>

A. SUB-TOTAL - GENERAL SERVICES $

*Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.*
**B. CREW RENTAL AND EMERGENCY SERVICES**

<table>
<thead>
<tr>
<th>Services</th>
<th>Unit Price</th>
<th>Estimated Units</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Straight Time</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. 4 Man Crew with Equipment</td>
<td>$</td>
<td>50 hours</td>
<td></td>
</tr>
<tr>
<td>2. 3 Man Crew with Equipment</td>
<td>$</td>
<td>40 hours</td>
<td></td>
</tr>
<tr>
<td>3. 2 Man Crew with Equipment</td>
<td>$</td>
<td>10 hours</td>
<td></td>
</tr>
<tr>
<td><strong>Overtime/Weekends/Emergency After Hour Call Out</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. 4 Man Crew with Equipment</td>
<td>$</td>
<td>40 hours</td>
<td></td>
</tr>
<tr>
<td>5. 3 Man Crew with Equipment</td>
<td>$</td>
<td>20 hours</td>
<td></td>
</tr>
<tr>
<td>6. 2 Man Crew with Equipment</td>
<td>$</td>
<td>10 hours</td>
<td></td>
</tr>
</tbody>
</table>

**B. SUB-TOTAL – CREW RENTAL & EMERGENCY SERVICES**

$  

**C. OTHER COSTS**

<table>
<thead>
<tr>
<th>Services</th>
<th>Unit Price</th>
<th>Estimated Units</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost for Crown Reduction / Restoration per tree</td>
<td>$</td>
<td>50 Trees</td>
<td></td>
</tr>
<tr>
<td>2. Palm Tree Skinning per linear foot</td>
<td>$</td>
<td>100 Feet</td>
<td></td>
</tr>
<tr>
<td>3. Specialty Equipment - 30 Ton Crane per hour - 95 foot Aerial Tower per hour</td>
<td>$</td>
<td>28 hours</td>
<td></td>
</tr>
<tr>
<td>4. Tree Planting and Installation Services (Price includes labor, equipment, root irrigation device and materials; assume tree to be provided by bidder to site; assume cost of tree billed separately) - 24” Inch Box each - 36” Inch Box each</td>
<td>$</td>
<td>8 London Plane trees – 24” Box</td>
<td></td>
</tr>
<tr>
<td>5. Arborist Services &amp; Report Writing per hour</td>
<td>$</td>
<td>8 hours</td>
<td></td>
</tr>
<tr>
<td>6. Tree Watering per day (Assume 1 worker watering 8 hours)</td>
<td>$</td>
<td>5 days</td>
<td></td>
</tr>
<tr>
<td>7. Special Request – Removal of Sprout or Sucker Growth (not as part of standard trim) on specific thoroughfares (cost per tree)</td>
<td>$</td>
<td>25 trees</td>
<td></td>
</tr>
</tbody>
</table>

**C. SUB-TOTAL – OTHER COSTS**

$  

**GRAND TOTAL (A+B+C)**

$
TOTAL ANNUAL AMOUNT OF BID (IN WORDS):

______________________________________________________________________

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

**CONTRACTOR**

Company Name of Bidder

Authorized Signature ___________________________ Date ___________________________

Print Name ___________________________ Title ___________________________

Social Security or Taxpayer ID Number
### DESIGNATION OF SUBCONTRACTORS

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

<table>
<thead>
<tr>
<th>NAME, ADDRESS, AND PHONE</th>
<th>TYPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MATERIALS, OR EQUIPMENT</td>
</tr>
<tr>
<td></td>
<td>(BE SPECIFIC)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</th>
</tr>
</thead>
</table>

Note: Additional sheets may be attached.
STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Carpinteria a Bid or proposal does hereby certify that:

a. All statements of fact in such bid or proposal are true;

b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. Such bid or proposal is genuine and not collusive or sham;

d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Carpinteria or of any other bidder or anyone else interested in the proposed procurement;

e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Carpinteria, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

h. Bidder did not provide, directly or indirectly to any officer or employee of the City of Carpinteria any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.

i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Carpinteria, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.

j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on ____________ at ________________, California. (Date) (Location)

Business Name: ________________________________ (Signature)

Address: ______________________________________

Printed Name & Title: ________________________________
CONTRACTOR’S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term “Owner” herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming and maintenance contract.

Submitted By: ____________________________________________________________

Name must correspond with the Contractor’s License

_____ Corporation      _____ Partnership    _____ Individual   _____ Joint Venture

If a corporation, under the laws of what State is it organized? ____________________________

California Regional Office (s): __________________________________________________________

Officers, Responsible Managing Officers, Responsible Managing Employees: ______________________

Use a page titled “Additional Information and/or Comments” for providing requested or additional information for each of the following questions to which you answer “yes” or for any comments.

A. Provide the following license numbers and expiration dates:

   CA Contractor’s License No.___________________ Expiration Date:________________________
   CA C-27 (Landscaping) Contractor’s License No._______________ Expiration Date:____________
   CA C-61/D49 (Limited Specialty/Tree Service) Contractor’s License No.______________________
   Expiration Date:______________________

   Will you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes_____ No_____

B. How many years' experience in construction work as a current organization?

   (1) As a General Contractor? _______________________  From _______ to _______
   (2) As a Subcontractor? ___________________________  From _______ to ______

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years, including the Geographical Information System (GIS) tree inventory services:

1. _______________________________________________________________ _______
   Agency Name
   Name and telephone number of person familiar with project
   Contract amount  Type of work  Date Completed

2. _______________________________________________________________ _______
   Agency Name
   Name and telephone number of person familiar with project
Contract amount  Type of work   Date Completed
3. ______________________________________________________________________

Agency Name

______________________________________________________________________

Name and telephone number of person familiar with project

______________________________________________________________________

Contract amount  Type of work   Date Completed

D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES ____ NO ____. If so indicate the name of each Owner, dates, and the circumstances.

E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES ____ NO ____. If so indicate the name of each person whose license was suspended or revoked, dates of occurrence, and the circumstances for each.

F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES ____ NO ____. If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.

G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES ____ NO ____. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES ____ NO ____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES ____ NO ____. If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.

J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES ____ NO ____. If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.

K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES ____ NO ____. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES ____ NO ____. If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write “NONE” on the chart.
M. List Key Staff who will work on the City’s tree maintenance services, their qualifications and proposed duties. Staff shall include, but not be limited to, certified arborists, certified utility arborists, certified tree workers, certified urban foresters and/or municipal arborists, utility line clearance tree workers, CA licensed pest control advisors and applicators, American Society of Consulting Arborists (ASCA) registered consulting arborist, and technicians providing technical support for inventory software. The firm shall identify at least one (1) ISA Certified Arborist who will be responsible for project management, one (1) Certified Utility Arborist, and full-time English speaking site supervisors capable of communicating with any City representative, and who are authorized to act on behalf of the firm.

<table>
<thead>
<tr>
<th>Staff Member</th>
<th>Qualifications</th>
<th>Proposed Duties</th>
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<tbody>
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</tbody>
</table>
N. Please describe your proposed tree inventory program and attach sample reports.

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CONTRACTOR’S MAILING ADDRESS:

________________________________
________________________________
________________________________
________________________________

FIRM NAME

________________________________

AUTHORIZED SIGNATURE

________________________________

TITLE