

CITY OF VICTORVILLE

REQUEST FOR PROPOSALS (RFP)



RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES

SUBMITTAL DUE DATE & TIME:

MARCH 21, 2019 @ 2:00 P.M.

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

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SECTION I NOTICE INVITING PROPOSALS

CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES
SECTION I – NOTICE INVITING PROPOSALS

- A. **INTRODUCTION:** The City of Victorville is requesting proposals from qualified contractors to perform annual tree trimming and maintenance, GPS inventory and asset management, and general arborist inspection and reporting services. This is a prevailing wage project.
- B. **SUBMITTAL LOCATION, CLOSING DATE AND TIME:**
Sealed Proposals must be received by the Finance Division of the Administrative Services Department of the City of Victorville at 14343 Civic Drive, Victorville, CA 92392 by **2:00 p.m. PST on MARCH 21, 2019.**
- C. **OBTAINING COST PROPOSAL FORMS:**
Complete Cost Proposal Forms may be obtained from City of Victorville 2nd Floor Admin Services, Purchasing Section or by calling Celeste Calderon at (760) 955-5082.

The City of Victorville Web Page, <http://ci.victorville.ca.us> (under the heading “Bids”) and Ebidboard.com will contain a copy of this document as well as a summary of any/all applicable addenda.

- D. **MANDATORY PRE-BID MEETING:** All prospective contractors are invited to attend the mandatory pre-bid meeting on **FEBRUARY 21, 2019 at 10:00 a.m.** Prospective contractors are encouraged to discuss problems, difficulties, and other issues regarding this project. **A representative of prime contractor shall be in attendance and shall sign the sign-in sheet to be eligible to bid.** The meeting will take place at the **City of Victorville, Conference Room A, 14343 Civic Drive, Victorville, CA.** (Main office 760- 955-5000) **The City will not accept bids from bidders who do not attend this mandatory pre-bid meeting.**

Date:

Marcie Wolters, Assistant City Clerk

SECTION II

SCOPE OF SERVICES

CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES
SECTION II – SCOPE OF SERVICES

A. GENERAL INFORMATION

Project Description

The City of Victorville (the “City”) is soliciting Requests for Proposals from qualified firms to perform annual tree trimming and maintenance services, GPS inventory asset management and general arborist inspection and reporting services. The City has approximately 8,407 trees within LMAD/DFAD/MAD areas, Open Spaces, public right-of way, Parks and other City facilities (see Project Data and Charts on page 31). The estimated annual budget for contractual tree maintenance services is \$134,308.

Location and Climate

Located in Southern California at the high-point between Los Angeles and Las Vegas, Victorville is the leading city for both industry and retail in the High Desert region. Victorville is a growing, vibrant community that is home to approximately 125,000 residents and some of the area's largest employers.

At 2,875 feet above sea level, Victorville's dry, high-desert climate offers a taste of all seasons. We enjoy cool springs and falls, hot and sunny summers and generally milder winters that can sometimes bring light snow. Average rainfall is approximately 3.9 inches per year, which means low humidity throughout the year. Temperatures can range from below freezing in winter to 110 in the summer.

Project Purpose

The purpose of this maintenance contract is to provide the City of Victorville with the best possible tree care to maintain the City's trees at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with City staff to ensure the most appropriate care and maintenance of the City's tree inventory.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall reserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the lowest bidder. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the tree conditions.

Project Scope of Work

The Contractor shall perform tree trimming and maintenance, general arborist services and GPS inventory management in accordance with the statement of work described herein and all

applicable governing standards (see Project Specifications on page 12). The work performed to service tree maintenance pertaining to this contract is routine, perpetual and typical.

It shall be understood that the Contractor will be required to perform and complete the proposed tree trimming and maintenance, general arborist services and GPS inventory management work in a thorough and professional manner, and to provide all labor, tools, equipment, traffic control, materials and supplies necessary to complete all work in a timely manner that will meet the City's requirements.

Project Term

The City, at its option and with Contractor concurrence, is seeking to award a contract for tree trimming and maintenance, general arborist services and GPS inventory management for an initial term of one (1) year, with four (4) renewable option years at the discretion of the City. The renewable year options may be exercised if the Contractor demonstrates superior performance in the provision of tree maintenance services during the prior year's contract term. The contractor must provide justification upon requesting any rate adjustments for option years subsequent to the initial term. Approval of any adjustments would be subject to the discretion of the City prior to any contract extension.

a. SELECTION PROCESS

A City staff selection committee, with a minimum of three members, will be appointed at the beginning of the selection process. The committee will review each written proposal submitted to determine if they meet the requirements of this RFP. Failure to meet the essential requirements for this RFP may be cause for rejection of the proposal. The committee will make independent random checks of the contractor's references.

The quality and completeness of the proposal submitted by the Contractor will be evaluated according to the RFP proposal submittal instructions (see page 10). Relevant Contractor experience, experience of proposed staff, approach to the project, capability to perform the scope of work, to include arborist and GPS services and equipment, in addition to fair and reasonable cost of labor rates with other rates submitted will be evaluated in the selection process according to the criteria listed in the Selection Process Evaluation Criteria Table.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City of Victorville. After evaluating the proposals, the City may elect to conduct interviews with any or all of the proposers. The City of Victorville reserves the right to further negotiate the proposed work and/or method and amount of compensation.

Selection Process Evaluation Criteria

The following criteria will be used to rank contractors:

CRITERIA	MAXIMUM POINTS
Qualifications <ul style="list-style-type: none"> • Qualifications and experience of the firm and its staff • Demonstrated ability to perform like services for comparable agencies • Licensing required to perform various tree maintenance and arborist services • Training of staff and safety record • Ability of the firm to provide bonding and the proper insurance coverage 	20
References <ul style="list-style-type: none"> • Verified references from past and present clients 	15
Services & Equipment <ul style="list-style-type: none"> • Proposed approach to perform annual tree trimming and maintenance, GPS inventory asset management and arborist inspection services • Ability of the firm to provide services to the City • List of equipment • Location of office from which the work will be provided 	20
GPS Asset Management <ul style="list-style-type: none"> • Ability to provide a database of all City maintained trees • Method for completing and updating the tree inventory • Have a current functional database system with current clients • Quality of database software, Internet accessibility • Technical support for software and data management • Plan for migrating existing City database into proposer's software 	15
Schedule of Compensation <ul style="list-style-type: none"> • Evaluation of the firm's fee schedule • Completeness of services offered to the City 	15
Quality and Completeness of Proposal <ul style="list-style-type: none"> • Relevance and conciseness of Bid Proposal and Statement of Qualifications 	15
TOTAL SCORE	100

b. REQUIRED QUALIFICATIONS

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for all criteria described in this document.

All firms submitting bid proposals must hold valid licensing:

A valid California State Contractor's License

- C-27 – Landscaping Contractor
 - **California Code of Regulations**
Title 16, Division 8, Article 3. Classifications

- A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- C-61 – Limited Specialty Classification
 - **California Code of Regulations**
Title 16, Division 8, Article 3. Classifications
 - Limited specialty is a specialty contractor classification limited to a field and scope of operations of specialty contracting for which an applicant is qualified other than any of the specialty contractor classifications listed and defined in this article.
 - An applicant classified and licensed in the classification Limited Specialty shall confine activities as a contractor to that field or fields and scope of operations set forth in the application and accepted by the Registrar or to that permitted by Section 831.
 - Upon issuance of a C-61 license, the Registrar shall endorse upon the face of the original license certificate the field and scope of operations in which the licensee has demonstrated qualifications.
 - A specialty contractor, other than a C-61 contractor, may perform work within the field and scope of the operations of Classification C-61, provided the work is consistent with established usage and procedure in the construction industry and is related to the specialty contractor's classification.
 - The CSLB has listed the C-61 classifications into "D" subcategories for administrative tracking. The definitions for the "D" subcategories were developed by staff and approved by the Board as policy.
- Subcategory D-49 – Tree Service Contractor
 - **California Code of Regulations**
Title 16, Division 8, Article 3. Classifications
 - A tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying.
 - California state pest control license
 - City of Victorville Business License

All licenses must be in good standing and without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

Contractor shall have OSHA certification of applicable equipment to be used throughout the term of this project. Contractor shall have certified traffic control staff in accordance with MUTCD guidelines.

Personnel must be qualified and trained in the tree maintenance industry. This will include staffing a manager who shall be an ISA Certified Arborist. 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 proper authorities.

Contractor should have at least three (3) similar and separate California municipal multi-year tree maintenance contracts which have been successfully completed within the last seven (7) 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 proposal shall include a detailed description of their proposed inventory program along with sample reports.

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's tree inventory. The Contractor shall have developed a complete and comprehensive computer software program in at least three (3) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to its needs. The user-friendly program should generate a variety of reports quickly.

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with the quality control plan throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

c. PROPOSAL SUBMITTAL INSTRUCTIONS

Contractors wishing to have their bid proposals considered for this project shall submit the following, as a minimum:

Contractor shall submit four (4) hard copies and one (1) electronic copy of their proposal. Proposals must be submitted and organized in the order listed below. Times New Roman 11 font and 100 pages or less proposal limit is recommended. Below is an overview of the contents that are required in the proposal:

1. Cover Letter

Provide a one-page cover letter including Contractor's name, address, and telephone number of the contact person(s) who will be authorized to make presentations for the Contractor. The cover letter must bear the signature of the person authorized to sign on behalf of the firm and to bind the applicant into a contract.

2. Table of Contents

A comprehensive table of contents for the proposal is required.

3. Qualifications

This section should present a thorough description of the contractor's understanding of the work to be performed, and their ability to meet the requirements of the project as specified in the RFP. The description shall include but not be limited to:

- Qualifications and experience of staff
- Corporate hierarchy – i.e. President, Vice-President, Corporate Officers, etc
- Corporate overview of services or activities performed.
- History of company – Include a brief history of the company
- Founding Date (month and year)
- Contractor size – staff and client base
- Contractor's vision and mission statement
- Identify Project team
- Size of Project Team
- Project Organization Chart
- Education, qualifications, certifications and specific experiences in performing the work that is being solicited in this RFP
- Ability of the Contractor to provide the proper insurance coverage
- Financial ability of the Contractor to provide services to the City
- Training of staff and safety record
- Show that the organization is adequately staffed and trained to perform the required service, or demonstrate the capability for recruiting such staff. Provide resumes for each key personnel that will be assigned to the project including the amount of time that person will commit to the project and the tasks that person will be responsible for and/or involved in
- Employment practices – policies and procedures, training, including safety training, affiliation/accreditation, and all other legally required training and testing required by Federal, State and local regulations
Provide background and experience of Contractor in performing this type of work including the costs of projects conducted and at least three (3) client references of similar size and scope. Include a list of other projects currently underway or anticipated
- Provide a summary of relevant background information to ensure that the prospective Contractor has the capacity to perform required services and sufficient experience of the Contractor submitting the proposal as a corporation or other entity

Licensing required to perform various tree maintenance services

Contractor shall submit the following documents to confirm they meet the minimum required qualifications:

California State Licensing Board (CSLB)

- Contractor's License C-27 (Landscaping Contractor), and
- C-61 (Limited Specialty Classification) Subcategory D-49 (Tree Service Contractor);
Or equivalent

4. References

Complete the Customer References Form (see page 58) to provide a list of client accounts for at least three (3) similar and separate California municipal multi-year tree maintenance

contracts which have been successfully completed within the last seven (7) years, by name, point of contact, address, telephone number, and length of service. Make note of any municipalities currently serviced that were awarded within the last five (5) years.

Include identifying work performed and its current status specific to the experience required in performing similar series to the Scope of Work in this RFP. A complete reference shall include the current contact information of the company name, contact person, address, telephone number and email address. The City may verify references provided and consider the results in the evaluation process.

5. Services and Equipment

Describe proposed approach to perform annual tree trimming and maintenance, GPS inventory asset management and arborist inspection services.

Ability to provide services

List of equipment

Location of the office from which the work will be provided

6. GPS Asset Management

Provide an overview of the proposed electronic tree inventory and work order system.

- Ability to provide a database of all City maintained trees
- Method for completing and updating the tree inventory
- Have a current functioning database system with current clients
- Quality of database software, Internet accessibility
- Technical support for software and data management
- Plan for migrating existing City database into proposer's software

7. Schedule of Compensation

Complete the Cost Proposal Form on pages 54-56.

The Contractor shall complete the Cost Proposal Form and it shall be submitted with the proposal in a separate sealed envelope. Contract shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

B. PROJECT SPECIFICATIONS

a. Tree Trimming and Maintenance

It shall be understood that the Contractor will be required to perform and complete the proposed tree trimming and maintenance, general arborist services and GPS inventory management work in a thorough and professional manner, and to provide labor, tools, equipment, traffic control, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities throughout the City:

- Routine annual tree trimming
 - Tree pruning
 - Crowning /raising
 - Palm tree trimming
 - Tree removal and stump grinding
 - Root pruning
 - Root barrier installation
 - Tree planting
 - Tree watering
 - Worksite cleanup
 - Distribution of no parking signs and door hangers
 - Traffic control
- General Arborist Services
 - Arborist inspection services and reports
 - Foliar and pesticide treatments
- GPS tree inventory
 - Collection of tree inventory data
 - Internet access to maintenance management tool for GPS tree inventories
- Labor and equipment
- General labor
- Day service crew
- Emergency services
- Specialty equipment rental

Work Quality

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

Standards

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 3:30 P.M.

Prior to beginning the work, the Contractor shall review with the City Landscaping Standards and various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities and coordinate with City staff for clarification.

Work will be assigned and completed on a monthly basis.

Contractor shall provide the City with a proposed schedule one (1) week in advance of performing services. Contractor shall notify City representative when they arrive on site to perform services within the City.

Contractor shall secure a list of tree maintenance locations from City staff during the last week of the month that identifies work assignments for the following month.

Contractor shall keep City staff informed of their progress at all times.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis and taken to a designated City facility drop-off location in Victorville.

Traffic Control

The Contractor shall provide traffic control as required and obtain traffic control permits from the City traffic engineer prior to beginning work.

The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

The Contractor shall conform to all State and City traffic safety requirements, operating rules and governing standards of the MUTCD and WATCH manuals, at all times while this contract is in effect.

Public Noticing of Tree Pruning Operations

Contractor shall notify the resident(s) forty-eight (48) hours in advance of scheduled pruning.

Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Grid Tree Pruning

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

No hooks, gaffs, spurs or climbers will be used for anything other than removals.

Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

Topping shall not be done unless specifically requested by the City.

The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

Cut 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 fifteen (15%) percent but no more than twenty-five (25%) percent.

Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

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

Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

Pruning for Traffic Clearances

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City and conform to the following:

The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Special Provisions section in a manner selected by the Contractor and approved by the City, and in accordance the following:

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.

Palm Skinning (additional service and cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

Line Clearance Pruning

During the course of this contract the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, certified line clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be Line Clearance Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Certified Tree Trimmers if coming within 10ft of primary power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

Service Request Tree Pruning

Trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and nine (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

Tree Removals

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and notifies the City of the call and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out and notify the City of the call. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the City. No wood shall be left along public right-of-way unless approved by the City. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

Tree Planting

Planting includes the tree, stakes, V.I.T. twist braces and complete installation and watering at time of installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.

Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Depth shall be until sandy soil is reached or a minimum of 4'. Damaged roots should

be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.

All trees shall be staked with two wooded lodge poles and two V.I.T. twist braces per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree V.I.T. twist braces shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.

Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

All trees shall be of good nursery stock that adheres to the City of Victorville approved planting list. Trees shall be free from pests, disease and structural defects.

Tree Watering

Watering is performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger, only at the direction of City staff.

Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

A. General Tree Pruning Requirements:

All cuts shall be made sufficiently close to the trunk or parent limbs, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

Removal of Laterals: The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar). For any branch too large to be held while being cut, remove by means of the following cuts:

Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).

Cut off the branch beyond the undercut where necessary to prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment. Remove the remaining stub via a final cut, as described above. (Section 6a 1).

Clean Up

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City or authorized representative shall be the sole judge as to the adequacy of the clean up.

Disposal of Debris

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

Green waste Recycling Report:

Green waste that is transported to an offsite facility for grinding into mulch shall be documented and available to the City on a monthly basis.

Wood Chips:

Chips generated from pruning operations within the City of Victorville may first be dumped at a City designated site.

At the direction of the City wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

Inspections

The City or his designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

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:

- Defective or inadequate work not corrected.
- Claims filed or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

Minor Modifications and/or Additional Work

The City may modify these specifications with the joint approval of the Contractor and the City of Victorville Purchasing Agent. All modifications shall be in writing.

In the event that the City of Victorville should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.

The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. 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.

The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

Labor and Equipment

Crew Rental

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact

persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials

b. General Arborist Services

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections.

Inspection of Hazardous Conditions:

All City trees shall receive routine maintenance and periodic inspections at the direction of the City staff. The Contractor is not to inspect, monitor or maintain trees unless given clear direction from City Staff. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for directions and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City shall direct Contractor or City Staff to correct hazards in a timely manner. All work history should be recorded within the City tree inventory management program.

Plant Health Care

Contractor shall provide the City with a detailed description of the plant health care operation and what services would be provided for the City of Victorville.

Contractor shall provide the City with a detailed description of the process of disease monitoring and decay detection during grid pruning operations and provide notifications and recommendations to the City of issues identified.

Contractor shall provide the City in detail the approach and process to tree risk assessment and identify who would be conducting tree risk assessment in the City.

Pesticide Usage Reporting

Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment, as applicable.

Report(s) will provide all information needed and in a format sufficient for all annual reporting.

Contractor is to use the least toxic pesticide required for effective control of a given pest.

Pests and Diseases

All trees known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County shall be identified. Contractor shall handle all debris in a manner consistent with the newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.

No additional charges for disinfection or special handling shall be allowed.

Pesticide Treatment of Trees

Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor and all applicable product labels and regulations.

Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.

c. GPS Tree Inventory Scope of Work

The City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree number
- City District/Grid/LMAD/DFAD/MAD/Parks/Open Spaces
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended maintenance
- Existing overhead utilities
- Parkway size
- Parkway type
- Sidewalk damage

The Contractor will provide, at no charge to the City, access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information

about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. Additionally the program should generate the value of the trees, recycling reports, live job balance, and contractor equipment GPS location monitoring. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract.

The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

The Contractor shall provide the City with a new Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on LMAD/DFAD/MAD areas and street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and on the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports. The Contractor shall be required to create a compatible "shape file" that will be shared with the City annually.

The data shall be compatible with for mobile applications as follow:

- Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements:
 - Mobile application must be compatible with Android or Apple systems and provide (3) compatible tablets to be used by City staff for this purpose as part of contract services:
 - Mobile application must be usable for precision mobility view as user moves through canopied areas
 - Mobile application must include multiple layering feature including aerial imagery and street names
 - Mobile application must display tree icons based on precise GPS coordinates up to (1 meter).
 - Mobile application must be able to illustrate live work history records
 - Mobile application must allow a function that permits live data updates
 - Mobile application must be updated as new work records are modified

Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:30 am to 5:30

pm Monday through Thursday. The Contractor shall be readily available by telephone, email or may respond to the City's location within a timely manner.

C. PROJECT SPECIAL PROVISIONS

This project may consist of tree pruning as specified in the Project Special Provisions Contract Documents and/or Requests for Bid Proposal. All pruning methods shall comply with the following:

a. Definitions:

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Victorville is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

The following are definitions for terms used in this project:

1. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.
2. Block Trim shall consist of a group of trees to be pruned in a localized area as defined by the Director.
3. Callus shall refer to the new growth made by the cambium layer around all of a wound.
4. Cambium Layer shall mean the growing point between bark and sapwood.
5. Closure shall refer to the roll of the callus growth around the wound area.
6. Crown shall mean the head or canopy of tree foliage.
7. The Cut shall mean the exposed wood area that remains after the branch has been removed.
8. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.
9. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.

10. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.
11. Leader shall mean central growth shoot.
12. Lifting shall refer to the removal of lower branches for under clearance.
13. Parent System shall mean the main trunk system of the tree.
14. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.
15. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.
16. Sap Flow shall mean the definite course assumed by sap in its movement through the tree scars or Injuries shall refer to natural or man-made lesions of the bark in which wood is exposed.
17. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.
18. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.
19. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.
20. Topping see Cut Back.
21. Tracing shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.
22. Trimming see Pruning.
23. Inspector shall mean the duly authorized representative of the Director of Public Works Department who shall monitor the contractor's progress within the Tree Services project area he/she is assigned to.
24. Trash and Litter shall mean any debris generated by the Contractor within the Tree Services project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc., which is not intended to be present as part of the landscape.

b. Tree Trimming Classifications and Tasks:

1. Full Trim/Grid Tree shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of

the crown; Removal of “v” crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public right-of-ways.

2. A Clearance Trim shall consist of: Removing branches to provide a 14 foot clearance from the top of the curb; clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
3. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.
4. Tree Removals: Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working or other hazardous conditions to individuals, landscape, structures, obstacles, or private property.
5. Trees shall not be stump cut and felled. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18”) below soil surface unless utilities prevent an 18” depth. All surface roots within a depth of eight inches (8”) in a twelve foot (12’) zone around the tree shall be removed by grinding. Grinding of stump shall be completed within 48 hours of tree removal.
6. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. All debris shall be properly removed off site and at the contractor’s expense. However, a twig, branches, leaves, and large wood shall be removed from the site prior to the crew vacating the worksite.
7. Root Pruning: Root pruning consists of cutting the roots vertically along a straight, linear plane, usually along the curb and sidewalk to an 18” depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.
8. Root pruning shall be done with a power stump grinder or power root cutter, unless the Director of Public Works Department gives prior approval. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
9. Stump Grinding: Stump grinding consists of grinding tree stumps to a minimum of eighteen inches (18”) below soil surface unless utilities prevent an 18” depth. All surface roots within a depth of a 12 ft. zone around the tree shall be removed by grinding. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600.
10. Tree Planting: The City shall prepare a work order of tree planting locations throughout the City.

11. Contractor shall follow the ANSI Planting Standards and ISA Best Management Practices for Tree Planting.
12. Contractor shall provide a ninety (90) day warranty for all tree plantings. Contractor is responsible for tree watering and maintenance during the warranty period. Any trees that die or do not establish during the warranty period shall be replaced at the Contractor's sole expense. The warranty period will start over for any trees that require replacement.
13. Emergency Work Charges: Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays. Contractor shall respond to emergency calls within two (2) hours from time of notification.
14. Hourly Work Charges: Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, restaking and/or removal of young trees, and other services need generally as a result of storm damage. This work shall occur during normal working hours.
15. Information Technology and System Requirements: Contractor is required to provide and operate an electronic tree inventory and work order system that is geographical information system (GIS) based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree.
 - a. Contractor is responsible for providing the City representative and their Staff with login and password information for the system.
 - b. Contractor is required to maintain the system through the entire contract term and issue any system updates needed.
 - c. The existing City tree inventory will be provided to the Contractor in an Excel and Shape file format so it can be uploaded into the Contractor's system. The existing City's tree inventory contains the following information: Inventory Identification, District, Address, Tree Location (example: park, median, side, front), Tree Number, Tree Species (both common name and botanical name), diameter at breast height (DBH) expressed in a range, Tree Condition, Latitude, Longitude, parkway width, location information, and past work history.
 - d. Contractor's crews shall be provided with mobile devices to perform any updates to the tree inventory from the field.
16. Maintaining and Updating City Tree Inventory: During any services performed by the Contractor, the Contractor shall update the tree inventory including maintenance performed, updated condition, updated DBH, and updated height.
 - a. If the City requests additional trees to be planted in the City, then the Contractor shall create new planting sites at the City requested location.

- b. The City tree inventory including any updates or revisions shall belong to the City. The Contractor shall supply the City with an updated Excel file of the tree inventory at the end of the contract term.
- c. The City will own all final documents and data developed during the services.

SECTION III DATA & CHARTS

CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES
SECTION III – PROJECT DATA & CHARTS

CITY OF VICTORVILLE

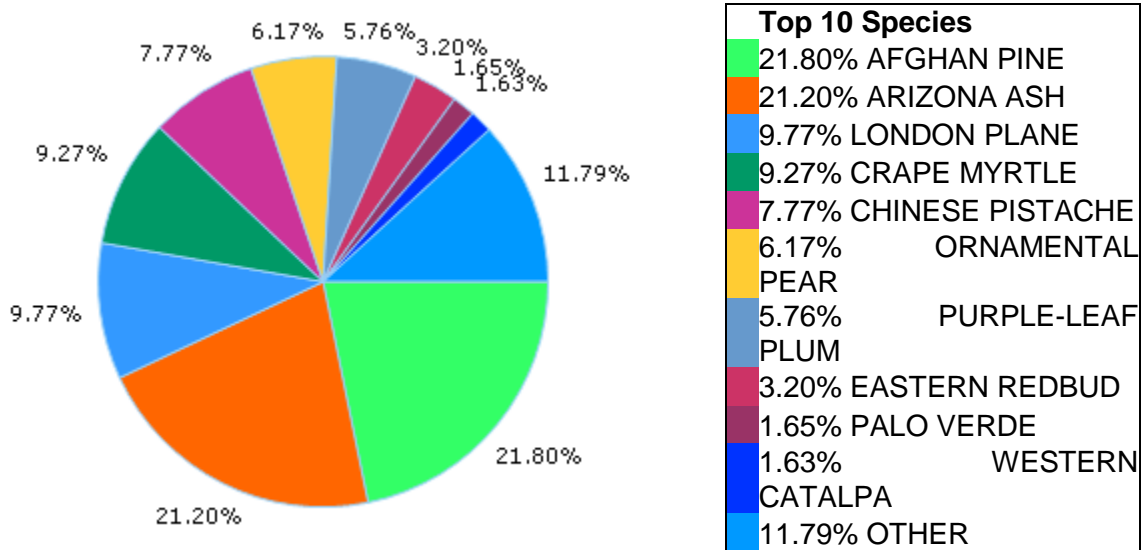
Estimated Value*

BASED ON VALID INVENTORY SITES ONLY

Botanical	Common	Count	Estimated Value
Pinus eldarica	AFGHAN PINE	1833	\$6,961,050.00
Fraxinus velutina	ARIZONA ASH	1782	\$3,924,780.00
Platanus X hispanica	LONDON PLANE	821	\$2,324,350.00
Pistacia chinensis	CHINESE PISTACHE	653	\$1,051,940.00
Pyrus calleryana	ORNAMENTAL PEAR	519	\$931,160.00
Lagerstroemia indica	GRAPE MYRTLE	779	\$564,240.00
Prunus cerasifera	PURPLE-LEAF PLUM	484	\$344,390.00
Cercis canadensis	EASTERN REDBUD	269	\$323,540.00
Ulmus pumila	SIBERIAN ELM	115	\$322,360.00
Cercidium spp.	PALO VERDE	139	\$282,300.00
Catalpa speciosa	WESTERN CATALPA	137	\$243,840.00
Morus alba	WHITE MULBERRY	101	\$193,550.00
Liquidambar styraciflua	AMERICAN SWEETGUM	94	\$183,180.00
Koelreuteria bipinnata	CHINESE FLAME TREE	94	\$165,500.00
Gleditsia triacanthos	HONEY LOCUST	78	\$140,140.00
Ulmus parvifolia	CHINESE ELM	77	\$128,700.00
Platanus racemosa	CALIFORNIA SYCAMORE	32	\$112,780.00
Pyrus kawakamii	EVERGREEN PEAR	42	\$109,240.00
Cupressus sempervirens	ITALIAN CYPRESS	21	\$94,430.00
Albizia julibrissin	SILK TREE	46	\$75,840.00
Cedrus spp.	CEDAR	20	\$67,570.00
Robinia pseudoacacia	BLACK LOCUST	36	\$56,280.00
Populus x canadensis	CAROLINA POPLAR	44	\$55,930.00
Nerium oleander	OLEANDER	38	\$47,840.00
Washingtonia robusta	MEXICAN FAN PALM	15	\$44,300.00
Zelkova serrata 'Autumn Glow'	AUTUMN GLOW ZELKOVA	15	\$43,260.00
Xylosma congestum	XYLOSMA	9	\$29,340.00
Eucalyptus nicholii	NICHOLS WILLOW LEAFED PEPPERMINT	10	\$23,760.00
Juniperus chinensis 'Torulosa'	HOLLYWOOD JUNIPER	7	\$22,820.00
Acer saccharinum	SILVER MAPLE	3	\$19,170.00
Hymenosporum flavum	SWEETSHADE	15	\$18,660.00
Prunus caroliniana	CAROLINA LAUREL CHERRY	19	\$16,540.00
Cedrus deodara	DEODAR CEDAR	3	\$14,470.00
Olea europaea	OLIVE	4	\$13,040.00
Other tree	OTHER TREE	10	\$9,720.00
Quercus ilex	HOLLY OAK	4	\$9,280.00
Jacaranda mimosifolia	JACARANDA	1	\$6,080.00
Washingtonia filifera	CALIFORNIA FAN PALM	1	\$6,080.00
Pinus radiata	MONTEREY PINE	4	\$5,580.00

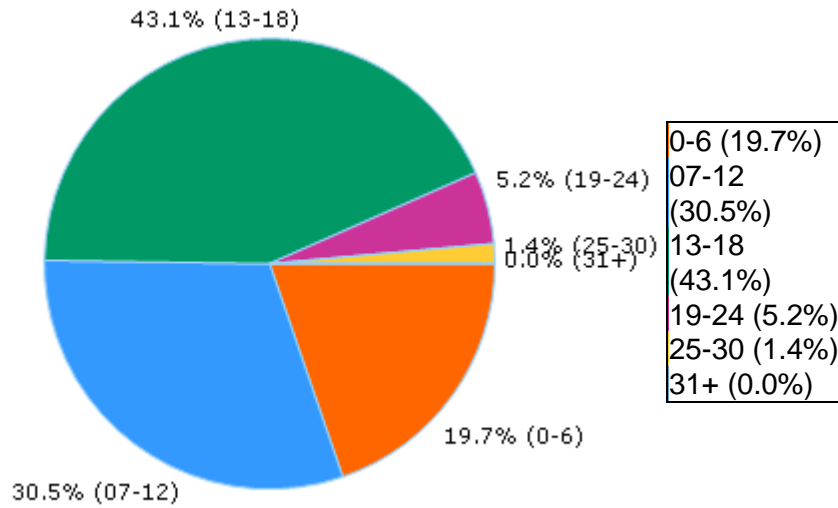
Pinus canariensis	CANARY ISLAND PINE	1	\$4,890.00
Calocedrus decurrens	INCENSE CEDAR	3	\$4,660.00
Ligustrum lucidum	GLOSSY PRIVET	2	\$4,640.00
Melia azedarach	CHINABERRY	2	\$4,640.00
Fraxinus angustifolia oxycarpa	RAYWOOD ASH	6	\$4,200.00
Fraxinus uhdei	SHAMEL ASH	3	\$4,140.00
Acacia baileyana	BAILEY ACACIA	1	\$3,260.00
Koelreuteria paniculata	GOLDENRAIN TREE	1	\$3,260.00
Acacia spp.	ACACIA SPECIES	3	\$2,780.00
Ulmus rubra	SLIPPERY ELM	2	\$2,320.00
Trachycarpus fortunei	WINDMILL PALM	2	\$2,080.00
Eucalyptus rudis	DESERT GUM	2	\$1,380.00
Chitalpa tashkentensis	CHITALPA	1	\$1,380.00
Photinia X fraseri	FRASERS PHOTINIA	1	\$1,380.00
Geijera parviflora	AUSTRALIAN WILLOW	1	\$700.00
Platanus hybrida	LONDON PLANE	1	\$0.00
Alnus rhombifolia	WHITE ALDER	1	\$0.00
		8,407	\$19,032,740

Botanical Name	Common Name	Total
Vacant site	VACANT SITE	83
Stump	STUMP	58
		8,548



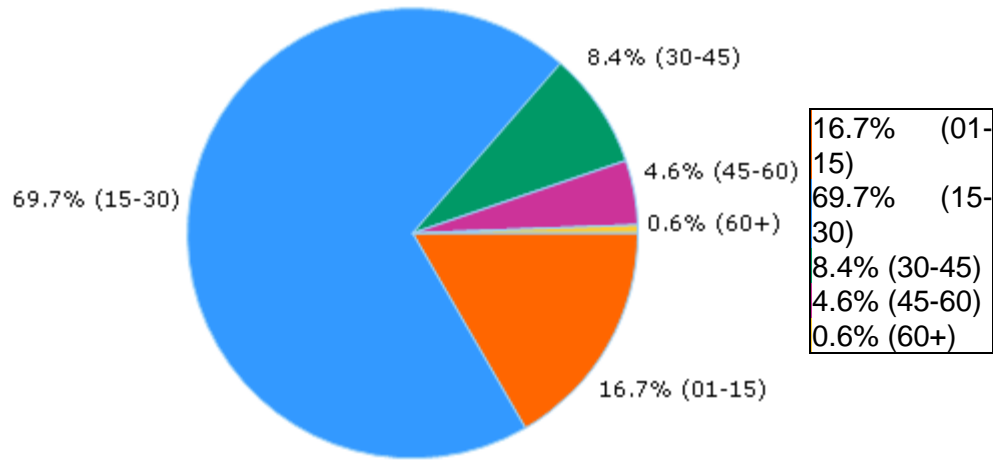
Frequency by DBH

DBH	Total
0-6	1,659
07-12	2,565
13-18	3,626
19-24	437
25-30	117
31+	3
	8,407



Frequency by Height

Height	Total
01-15	1,401
15-30	5,861
30-45	705
45-60	390
60+	50
	8,407

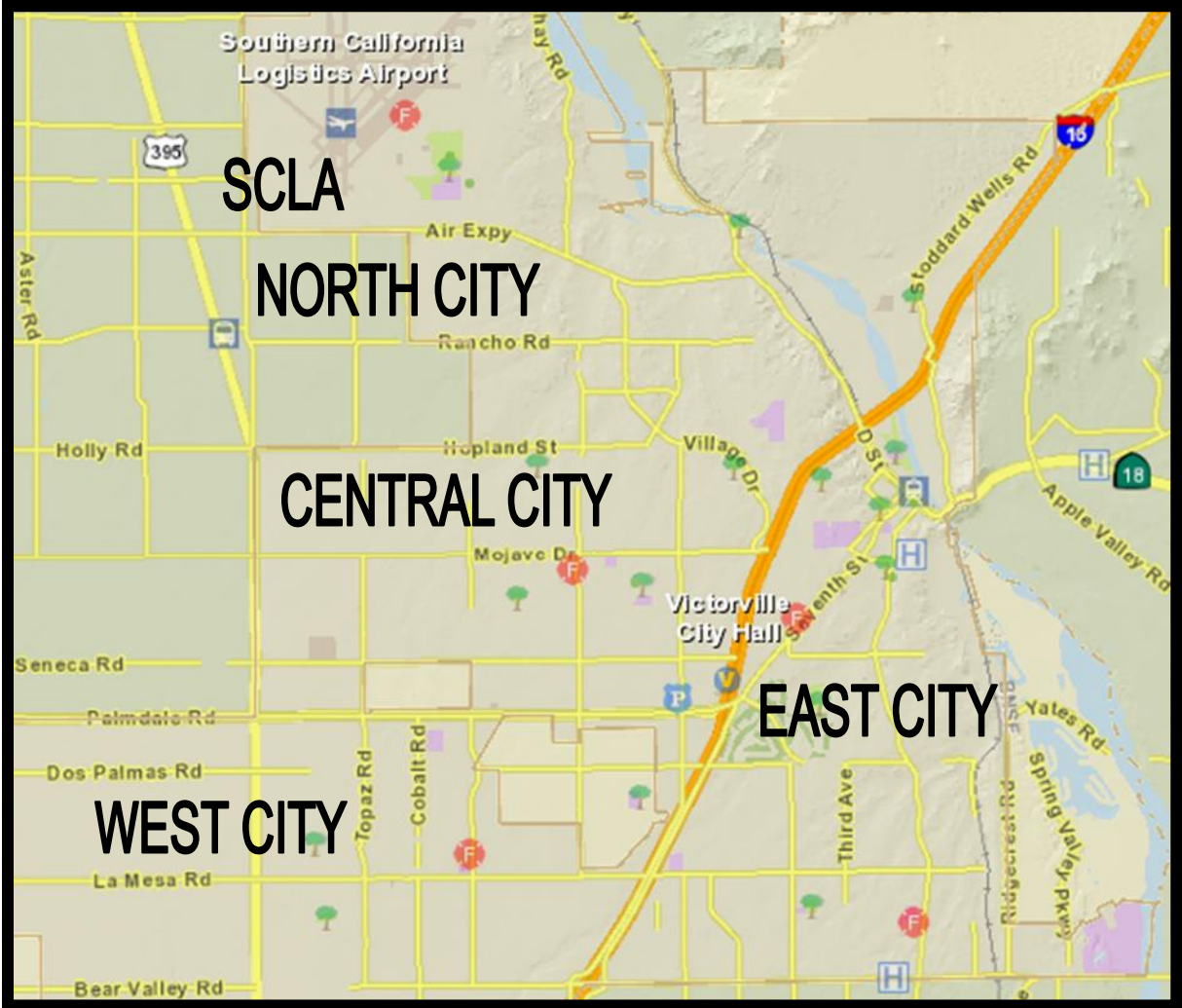


Frequency by District

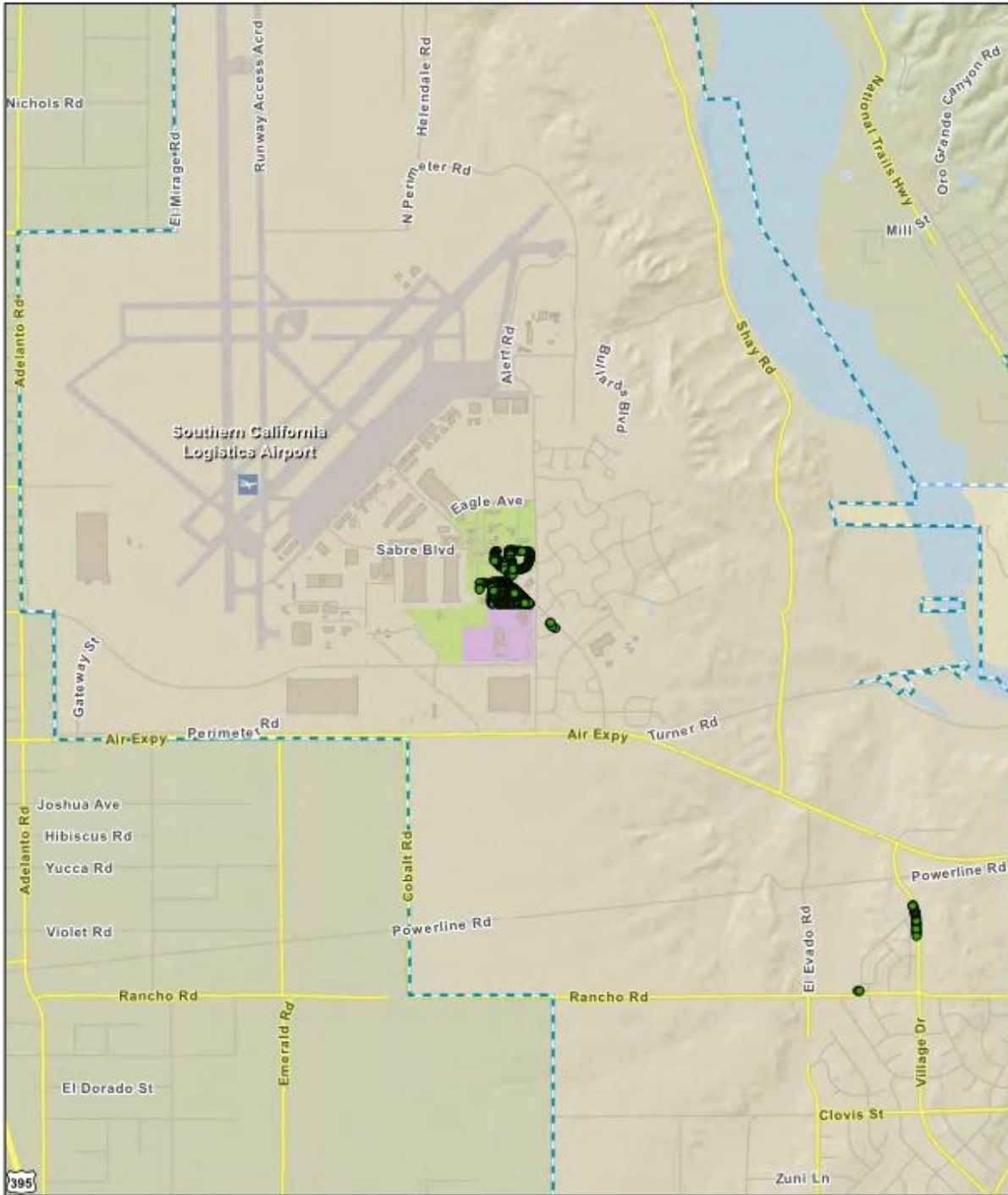
District	Trees	Vacancies	Non Sites	Tree
0	1	0	0	
CS	1564	1	0	
CS PARKS	734	0	3	
DFAD1	39	1	0	
DFAD2	6	3	0	
DFAD3	489	0	0	
LMAD1	1657	4	16	
LMAD2	1003	55	25	
LMAD3	1269	1	11	
LMAD4	24	1	0	
LMAD5	96	4	0	
LMAD6	1205	9	3	
LMAD7	40	1	0	
LMAD8	149	3	0	
MAD1	103	0	0	
MAD2	17	0	0	
OS	11	0	0	
	8,407	83	58	

SECTION IV TREE LOCATION MAPS

CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES
SECTION IV – TREE LOCATION MAPS



CITY MAINTAINED TREES - SCLA

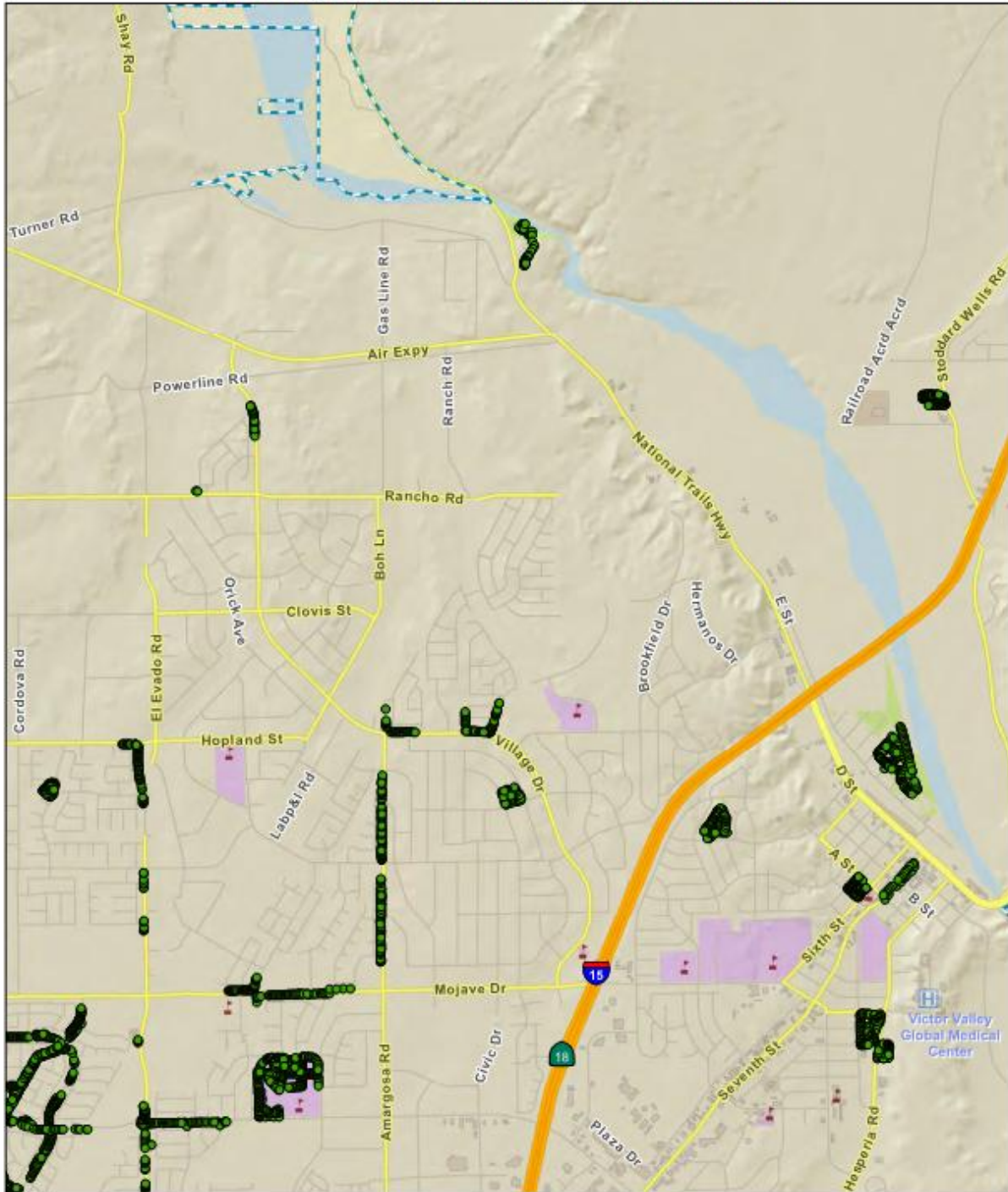



City Maintained Trees - SCLA
 City of Victorville
 Printed: October 11, 2018
 Author: Matthew Pugh - GIS Coordinator
 Disclaimer: This map is to be used for visual reference only. Sources are available upon request.

0 0.25 0.5 1 Miles


-  City Tree
-  City Boundary Line
-  Sphere of Influence Line

CITY MAINTAINED TREES - NORTH CITY



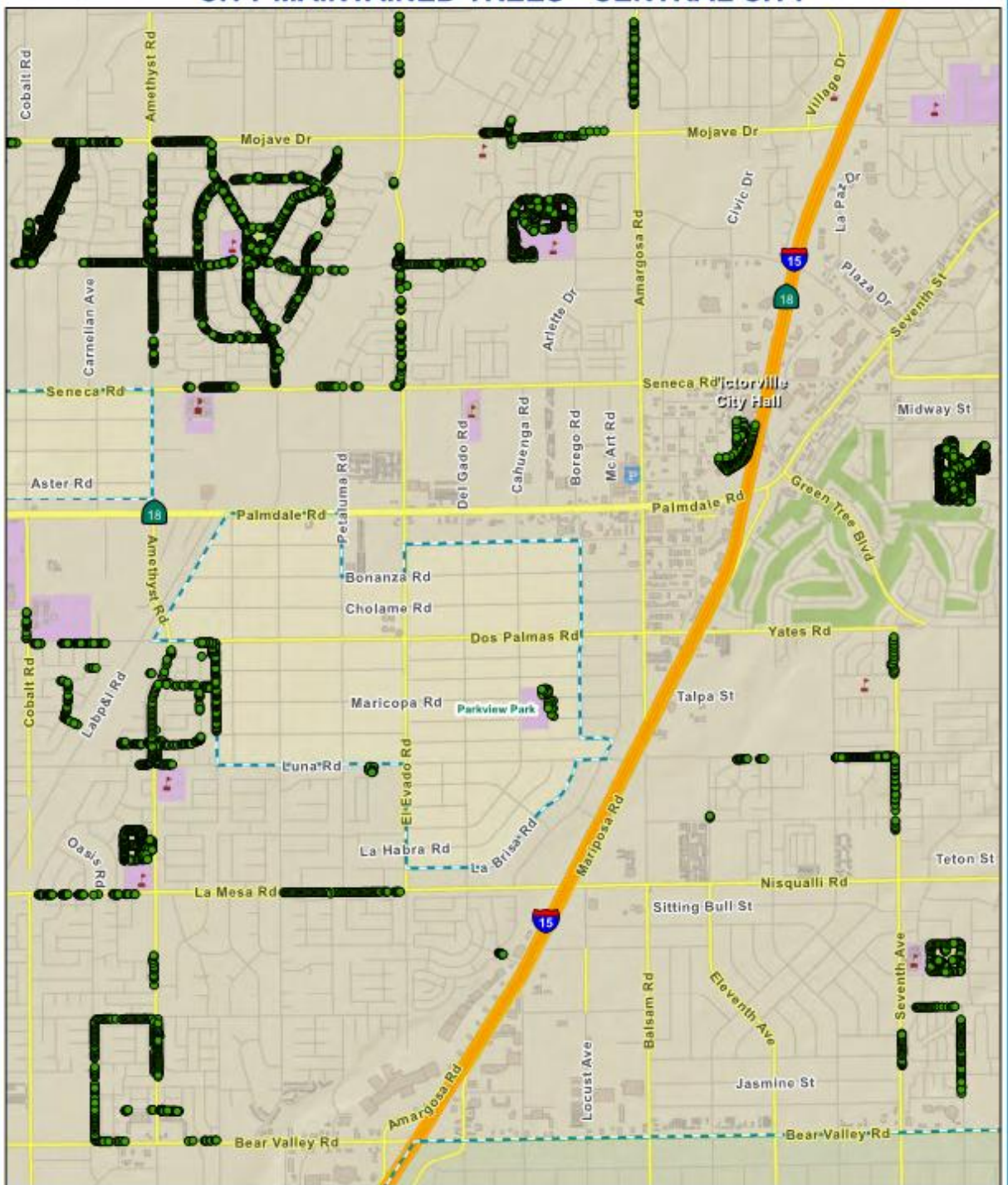
City Maintained Trees - North City
 City of Victorville
 Printed: October 11, 2018
 Author: Matthew Pugh - GIS Coordinator



- City Tree
- City Boundary Line
- Sphere of Influence Line

Disclaimer: This map is to be used for visual reference only. Sources are available upon request.

CITY MAINTAINED TREES - CENTRAL CITY



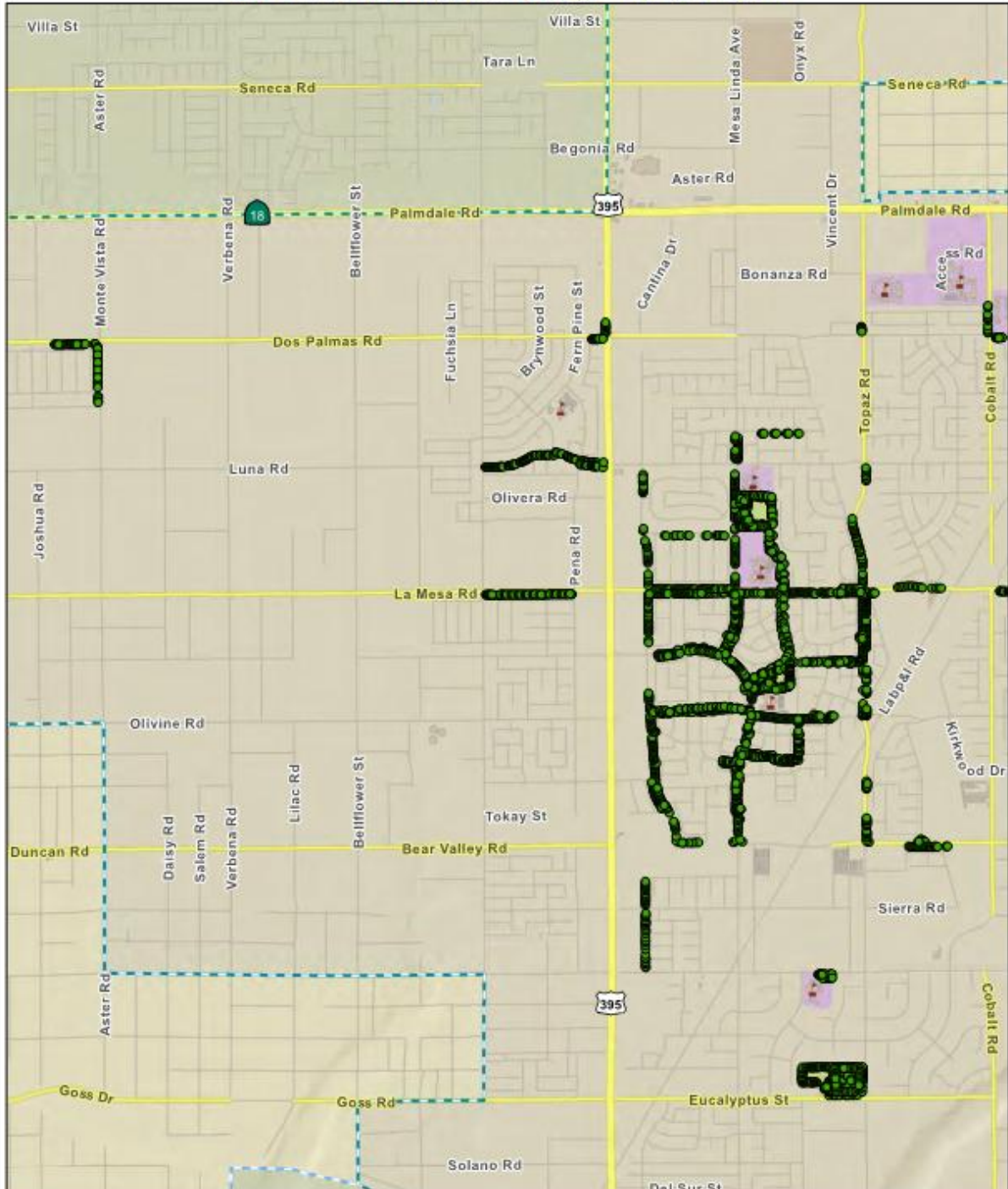
City Maintained Trees - Central City
 City of Victorville
 Printed: October 11, 2018
 Author: Matthew Pugh - GIS Coordinator

Disclaimer: This map is to be used for visual reference only. Sources are available upon request.



- City Tree
- City Boundary Line
- Sphere of Influence Line

CITY MAINTAINED TREES - WEST CITY

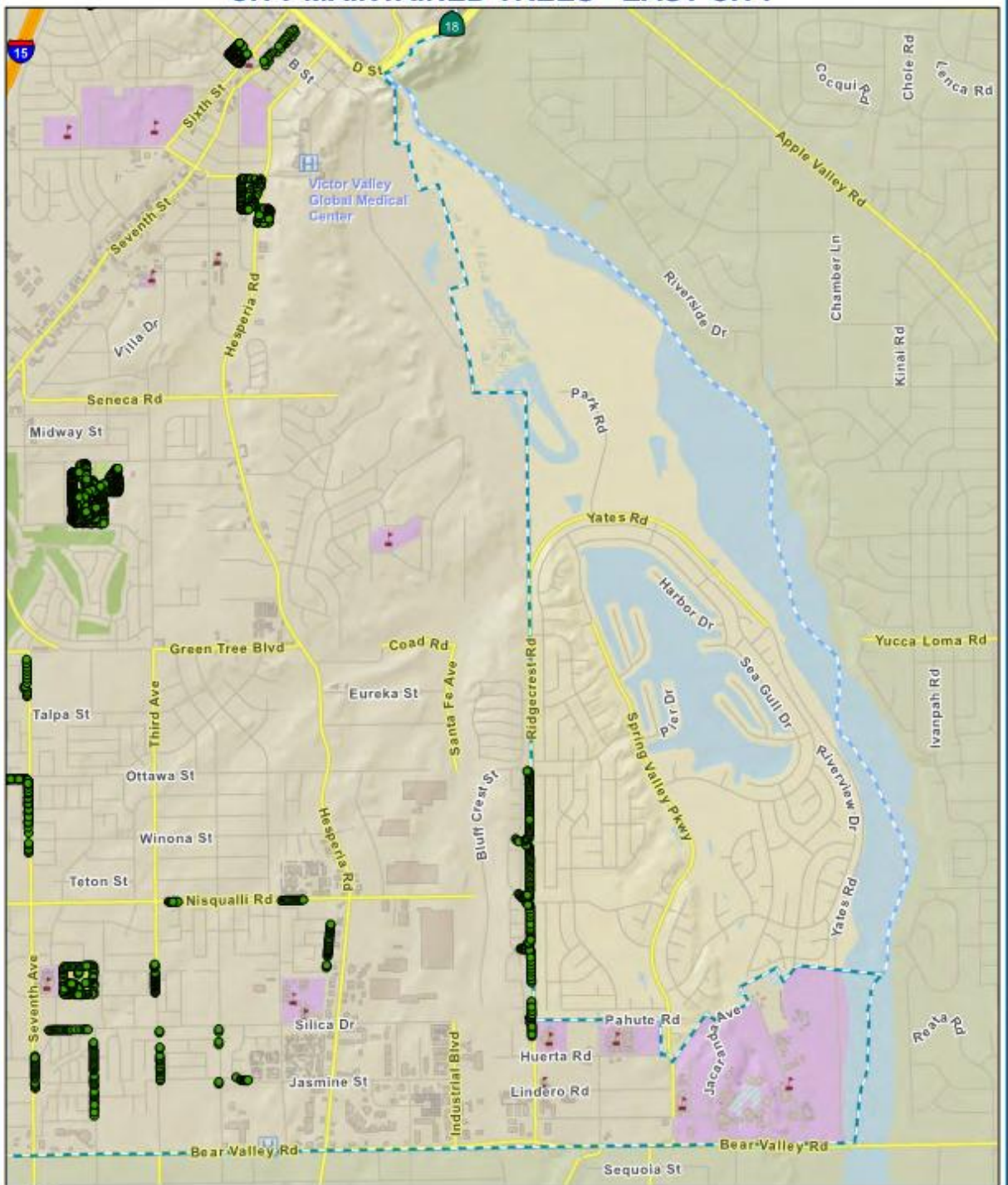


City Maintained Trees - West City
 City of Victorville
 Printed: October 11, 2018
 Author: Matthew Pugh - GIS Coordinator
 Disclaimer: This map is to be used for visual reference only. Sources are available upon request.



- City Tree
- City Boundary Line
- Sphere of Influence Line

CITY MAINTAINED TREES - EAST CITY



City Maintained Trees - East City
 City of Victorville
 Printed: October 11, 2018
 Author: Matthew Pugh - GIS Coordinator
 Disclaimer: This map is to be used for visual reference only. Sources are available upon request.



- City Tree
- City Boundary Line
- Sphere of Influence Line

SECTION V

TERMS AND CONDITIONS

CITY OF VICTORVILLE
CC19-058 TREE TRIMMING & MAINTENANCE SERVICES
SECTION V - CONTRACT TERMS AND CONDITIONS

1. AWARD OF CONTRACT

- a. The City reserves the right to accept or reject any and all proposals and to award a contract to the contractor who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of proposal, past experiences with the City with the consultant or references from other cities, developers, or municipalities regarding past work done by the consultant, ability to complete the job in the specified time with the specified quality of workmanship.
- b. The City further reserves the right to award the contract to the most qualified responsible bidder other than the lowest Contractor if such action is deemed to be in the best interest of the City of Victorville.

2. CONTRACT EXECUTION

The successful Contractor shall execute a Contract with The City for the services to be provided. A sample contract is provided as attached at the end of this RFP.

3. SAFETY, SANITARY, AND MEDICAL REQUIREMENTS

The Contractor, Contractor's employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to the end that proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Consultant, they may be enforced by the City Manager at the Contractor's expense.

4. INSURANCE

During the term of the Agreement, the Contractor shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall be required to procure and maintain at its own expense, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further be required to procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

COURSE OF CONSTRUCTION/INLAND MARINE INSURANCE

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall be required to purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. **Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom is performing any work under this agreement shall** also be responsible for insuring their owned, leased/rented or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of the City of Victorville.

ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

WAIVER OF SUBROGATION RIGHTS

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Agreement.

PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Contractor's service coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Contractor's insurance and shall not contribute to it.

Contractor shall review the sample agreement, attached hereto, for additional required insurance criteria.

5. Withdrawal of Proposal Before Closing

Any Contractor may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City will consider the Contractor's proposal null and void, and return the proposal to the Consultant unopened. Withdrawal of Contractor's proposal will not prejudice Contractor's re-submittal for this or any future proposal(s).

6. Mistakes in Proposal

Any Contractor may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Contractor can establish to the City satisfaction, that a mistake was made in preparing the proposal.

1. A Contractor declaring a mistake must provide a written notice to the City within five (5) calendar days following the scheduled closing date, specifying in detail how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. A Contractor who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed. (*Public Contract Code 5105*).

7. Proposal Labeling

The proposal shall be submitted in a sealed envelope with all original pages intact. Proposal envelopes must be plainly marked and submitted as follows: "**CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**" and the Cost Proposal pages 54-56 shall be on a separate envelope clearly marked "**COST PROPOSAL** "

8. Submittal Location, Closing Date and Time

To be considered, proposals must be received by the Purchasing Section of the City of Victorville, at 14343 Civic Drive, Victorville, CA 92392 on **MARCH 21, 2019, at 2:00 p.m.**, in the Finance Division of the Administrative Services Department in City Hall.

9. Written Questions and Answers

Any proposal received prior to the date and time specified for the receipt of proposals maybe withdrawn or modified by written request questions. All written questions shall be directed via mail, fax, or email to:

- Address: City of Victorville
Admin Svcs Dept./Purchasing Section
14343 Civic Drive
Victorville, CA 92392-2399
- FAX: (760) 269-0045
- Email: cmcalderon@victorvilleca.gov
- Attention: Celeste Calderon, Finance Specialist
- Phone#: (760) 955-5082

PROJECT QUESTIONS: Any prospective proposer desiring an explanation or interpretation of the solicitations, specifications, etc., must request it in writing to the Purchasing Section **by no later than 12:00 p.m. PST on MARCH 14, 2019**, in order to allow a reply to reach all prospective proposers before the submission of their bids. Oral explanations or instructions given before the award of a Contract will not be binding. Any information given a prospective proposer concerning a solicitation will be furnished promptly to all prospective proposers as an addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

Personal and/or telephonic contact with the City staff in regard to this RFP is prohibited. The City may reject the proposal of such Contractor.

10. Proposal Acceptance

The City reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City of Victorville further reserves the right to award the contract to other than the lowest Contractor if such action is deemed to be in the best interest of the City.

11. Interpretation of Documents

During the proposal solicitation period, should a Contractor find discrepancies or omissions in any part of the RFP, or should the Contractor be in doubt as to their interpretation, the Contractor shall immediately notify the contact indicated in Section 9, entitled "Written Questions and Answers". Should it be found necessary, an addendum will be sent to all Contractors. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.

12. Award of Contract

The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Proposals. The Contractor's signature on the Cost Proposal form shall constitute a commitment on the part of the proposer to perform the work in a workmanship manner as

set forth in the Proposal Form, the Terms and Conditions, and the Request for Proposal. The Contractor to whom the contract is awarded shall be notified upon approval of the contract by the Purchasing Section of the Administrative Services Department. The Proposal Form, the Terms and Conditions, the Request for Proposal, and the Scope of Services, together with any plans and/or attachments, shall all be considered as part of the contract between the City and the Contractor to whom a Purchase Order is issued.

13. Public Record

Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Contractor must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Contractor claims are exempt from disclosure pursuant to the California Public Records Act. The Contractor who claims such an exemption must also state in the proposal that, "The Contractor agrees to indemnify and hold harmless the City, and its officers, employees and agents from any claims, liability or damages against the city and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."

14. Acceptance and Payment

Contractor's invoice(s) shall include reference to the Purchase Order number issued for the services, and be accompanied by detailed supporting documentation, to include information on services rendered. The City shall pay the Contractor's properly executed invoice, subject to approval by the Director of Public Works/Water or his designee, within thirty (30) days following receipt of the invoice. Total payment for all work shall not exceed the sum of the estimated cost of all completed phases plus the partial payments for partially completed phases. Payment will be withheld for any services which do not meet or exceed City's requirements or have proven unacceptable until such services are replaced, resubmitted and accepted by the City.

15. Federal, State and Local Laws

The Contractor and all sub-Contractor shall comply with all applicable federal, state, local laws, rules, and regulations.

16. Drug-Free Workplace Requirements

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

17. Americans with Disabilities

The Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

18. Conflict of Interest

No member, officer, or employee of the City or of a local public body during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the

business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

19. Disputes

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

20. Non-Collusion Affidavit

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

21. License

The awarded Contractor and subcontractors shall obtain a **City of Victorville business license** prior to commencing work for the City.

22. Termination for Convenience

The City, may, by written notice, terminate this contract in whole or in part, when deemed in the City's interest. Upon termination of this contract, the City shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

23. Termination for Default

The City, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Consultant fails to:

1. Deliver or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

24. ENTIRE AGREEMENT

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

25. INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify the City of Victorville, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subconsultants, or invitees, provided for herein, or arising or alleged to arise from the

negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of The City of Victorville its officials, officers, agents, volunteers or employees, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and City of Victorville pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the City of Victorville, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City of Victorville its officials, volunteers, officers, agents, and employees harmless therefrom;
- (c) In the event the City of Victorville, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay the City of Victorville, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City of Victorville, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the City of Victorville.
- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-consultants.

26. **PAYMENT:** Upon completion of the work, the Contractor may request full payment of their work, and after acceptance of the work by the Public Works/Water Director or his

designee, the City will make final payment upon receipt of appropriate invoices and payroll proof of submission.

The Contractor will be required, in requests for payment, to certify, under penalty of perjury, the following:

1. No workmen were required or permitted to work more than eight (8) hours in any one calendar day, except in cases of emergency, and except as provided by law.
2. Not less than the prevailing rates, as set forth in the Contract for this work, have been paid all laborers, workmen, and mechanics employed to perform this work.
3. There were no substitutions of subcontractors, no assignments or transference of subcontractors, except as approved by the Public Work/Water Director or his designee.
4. All of the provisions of the Victorville Municipal Code, pertaining to non-discrimination in employment have been complied with.

PROOF OF PAYROLL AND LIEN RELEASES - The City shall make payments on any properly completed payment request submitted by the Contractor. Contractor and subcontractors on all public works projects must use the Department of Industrial Relations Electronic Certified Payroll Reporting system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information please go to www.dir.ca.gov under Labor Law Public Works.

Proof of Payroll submissions and appropriate Lien Releases are required with each invoice to the City. Payment of the invoice may be delayed when Proofs of Payroll submissions and/or lien releases are not included with the invoice. An error on the part on any awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code (1770 - 1776).

If payments are to be made for materials or equipment not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditional upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such materials or equipment or otherwise protect the City's interest, including applicable insurance and transportation to the site.

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment will pass to the City of Victorville upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances - hereinafter referred to in this section as "liens"; and that no work, materials or equipment covered by a request for payment will have been acquired by the Contractor, or by any other person performing the work at the site or furnishing materials and equipment to the project.

27. GUARANTY AND BONDS

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

For projects over \$25,000.00 (including labor and materials), the Contractor, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent (100%), of the contract price as security for the faithful performance of the Contract, and a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed therefore.

- 28. SENATE BILL 854 REQUIREMENTS:** Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

Starting July 1, 2017 the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

- 29. PREVAILING WAGES:** In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

AB219 (as applicable) adds Section 1720.9 to the Labor Code the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency and subdivision of the state Section 1720.9 defines the term

“ready-mixed” concrete and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

The delivery company shall provide certified payroll records under Labor Code section 1776(1) to the party that engaged its services and to the general contractor. The time record must be certified by each driver for the performance of job duties.

The contractor and all subcontractors shall comply with **all** State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request.

Contractor shall be solely responsible for using the correct wage decision and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code (1720, 1770-1776, 1810, 1813, and 1815, as amended), California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

- 30. ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):** Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information, please go to www.dir.gov under Labor Law Public Works. A copy of proof of payroll submission is required with each invoice to the Public Works Department.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

SECTION VI FORMS

CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES
SECTION VI - FORMS
SUBMISSION CERTIFICATION

I hereby submit to The City of Victorville the following bid proposal for work outlined in plans and specifications entitled “**CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**”

All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the RFP document:

- _____ Submission Certification
- _____ Cost Proposal Form
- _____ Proposer Identification
- _____ Customer References
- _____ Exception Form
- _____ Worker’s Compensation
- _____ Signature Authorization
- _____ List of Subcontractors
- _____ Questionnaire
- _____ Non-Collusion Affidavit (must be notarized)
- _____ SB 854
- _____ Debarred Certification

Note: Additional submittal requirements needed see Scope of Services: Qualifications (page 11)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my proposal.

_____ Business Name

_____ Authorized Signature

_____ Printed Name and Title

_____ Date Signed

_____ Telephone Number

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES
COST PROPOSAL FORM**

The undersigned declares he has carefully examined the locations of the proposed work, the Scope of Services, and Contract Documents; and being familiar with all of the conditions surrounding the work. All of the aforementioned shall be done in accordance with said Scope of Services and all applicable addenda.

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Specifications for the monthly unit prices as named in the following schedule:

DESCRIPTION	BID ITEM PRICE (UNIT PRICE IN FIGURES)
1. ROUTINE ANNUAL TREE TRIMMING SERVICES	
a. Routine Annual Tree Trimming	
Prune by Grid	\$ _____ (per tree)
2. SERVICE REQUEST SERVICES	
a. Tree Pruning	
0" to 6"	\$ _____ (per tree)
7" to 12"	\$ _____ (per tree)
13" to 18"	\$ _____ (per tree)
19" to 24"	\$ _____ (per tree)
25" to 30"	\$ _____ (per tree)
31" and Over	\$ _____ (per tree)
b. Crown Raising/Clearance Pruning	
0" to 6"	\$ _____ (per tree)
7" to 12"	\$ _____ (per tree)
13" to 18"	\$ _____ (per tree)
19" to 24"	\$ _____ (per tree)
25" to 30"	\$ _____ (per tree)
31" and Over	\$ _____ (per tree)
c. Palm Tree Trimming	
Palm Tree Trimming – any size	\$ _____ (per tree)
d. Tree Removal and Stump Grinding	
Tree Removal	
0" to 6"	\$ _____ (per inch DBH)
7" to 12"	\$ _____ (per inch DBH)
13" to 18"	\$ _____ (per inch DBH)
19" to 24"	\$ _____ (per inch DBH)
25" to 30"	\$ _____ (per inch DBH)
31" and Over	\$ _____ (per inch DBH)
Stump Grinding	\$ _____ (per inch DBH at grade)

- e. **Root Pruning** \$ _____ (per LF)
- f. **Root Barrier Installation** \$ _____ (per LF)
- g. **Tree Planting** (includes tree, materials, stakes and planting costs)
- 15 Gallon \$ _____ (per tree)
- 24 inch Box \$ _____ (per tree)
- 36 inch Box \$ _____ (per tree)
- 48 inch Box \$ _____ (per tree)
- 60 inch Box \$ _____ (per tree)
- h. **Tree Watering**
- Tree Watering of young trees, water truck/operator-per hour \$ _____ (per hour)
- g. **General Labor Rates**
- 1 Ground-person \$ _____ (per hour)
- 1 Equipment Operator \$ _____ (per hour)
- 1 Trimmer \$ _____ (per hour)
- h. **Day Rate Service Crew.** Boom truck to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons \$ _____ (per eight (8) hour day)
- i. **Specialty Equipment Day Rate** \$ _____ (per eight (8) hour day)
- j. **Emergency Services.** Fully equipped 3 person crew called in for emergency service.
- During Normal business hours \$ _____ (per hour)
- After hours, weekends, holidays \$ _____ (per hour)
- k. **General Arborist Services**
- Arborist Reports \$ _____ (per hour)
- Resistograph Testing \$ _____ (per hour)
- Ground Penetrating Radar \$ _____ (per hour)
- Air Spade Services \$ _____ (per hour)
- Fumigation \$ _____ (per hour)
- Fertilization \$ _____ (per hour)
- Level 1, 2, 3 Risk Assessments \$ _____ (per hour)
- Soil Testing/Tree Well Enhancements \$ _____ (per hour)
- l. **Plant Health Care Services**
- Tree Spraying from Ground Level \$ _____ (per diameter inch)
- Tree Spraying from Aerial Tower \$ _____ (per diameter inch)
- Insecticide Trunk Banding \$ _____ (per diameter inch)
- Plant Growth Regulator Trunk Banding \$ _____ (per diameter inch)
- Plant Growth Regulator Soil Application \$ _____ (per diameter inch)
- Fertilizer Drenching \$ _____ (per diameter inch)
- Trunk Injection – Insecticide/Miticide \$ _____ (per diameter inch)

Trunk injection – Fungicide \$ _____ (per diameter inch)
Trunk Injection – Insecticide and Fungicide \$ _____ (per diameter inch)

m. **GPS Tree Inventory** \$ _____ (per tree)

Bidder's Name: _____

Company Name: _____

Phone: _____ Fax: _____ Email: _____

Name: _____

Signature Title Date

NOTE: COST PROPOSAL SHEETS (PAGES 54-56) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR TREE TRIMMING & MAINTENANCE SERVICES"

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

PROPOSER IDENTIFICATION

1. Legal name of Proposer: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by The City where the Proposer's principal place of business is located.
Number: _____ Issuing City: _____
9. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

CUSTOMER REFERENCES

Proposer: _____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST FIVE YEARS WITH SIMILAR SCOPE OF SERVICES		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Email Address	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Email Address	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Email Address	

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

EXCEPTION FORM

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the RFB for Professional Auditing Services, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

- B. The following information relates to the legal Vendor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An individual.
 A partnership, Partners' names: _____
 A company.
 A corporation.

2. My tax identification number is: _____
(For individuals, this number is usually the Social Security Number)

3. I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4. My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California.

=====

Name Subcontractor is licensed under: _____
License Number: _____
Address of Subcontractor: _____
Percent (%) of Total Contract: _____ %
Specific Description of Subcontract: _____
DIR Registration No. _____

=====

Name Subcontractor is licensed under: _____
License Number: _____
Address of Subcontractor: _____
Percent (%) of Total Contract: _____ %
Specific Description of Subcontract: _____
DIR Registration No. _____

=====

Name Subcontractor is licensed under: _____
License Number: _____
Address of Subcontractor: _____
Percent (%) of Total Contract: _____ %
Specific Description of Subcontract: _____
DIR Registration No. _____

=====

Name Subcontractor is licensed under: _____
License Number: _____
Address of Subcontractor: _____
Percent (%) of Total Contract: _____ %
Specific Description of Subcontract: _____
DIR Registration No. _____

=====

Name Subcontractor is licensed under: _____
License Number: _____
Address of Subcontractor: _____
Percent (%) of Total Contract: _____ %
Specific Description of Subcontract: _____
DIR Registration No. _____

=====

TOTAL PERCENT FOR SUB-CONTRACTOR _____

IF NOT APPLICABLE PLEASE INITIAL _____

**CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES**

QUESTIONNAIRE

In accordance with Government code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes ____ No ____

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

**CITY OF VICTORVILLE
NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Per Public Contract Code Section 7106)**

STATE OF CALIFORNIA }
COUNTY OF }
}

_____, being first duly sworn, deposes, and say he, they

_____ (sole owner, partner, president, secretary, etc.)
of _____

, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder; nor to fix any overhead profit, or cost element of such bid price, nor that of any other bidder; nor to secure any proposed contract; that all statements contained in such bid are true. And further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor paid and will not pay fees in connection therewith to any corporation partnership, company, association, organization, bid depository, not to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Company Name

Printed Name

Title

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature _____

CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES

SENATE BILL 854

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works Contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All Contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City will not register a Contractor/subcontractor, nor collect funds for registration.

Starting July 1, 2017 the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

The City as applicable will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes _____ **No** _____ If yes, what is your registration number? _____
(please submit proof of your registration)

Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

CITY OF VICTORVILLE
RFP CC19-058 TREE TRIMMING & MAINTENANCE SERVICES

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(I) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(I)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s/Bidder’s responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the SCLAA may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

ATTACHMENT “A” SAMPLE

CONSTRUCTION AGREEMENT

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
CONTRACTOR
FOR
PROJECT TITLE AND PROJECT NUMBER**

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and **CONTRACTOR NAME, FORM OF BUSINESS (CORPORATION, GENERAL CONTRACTOR, ETC.)** hereinafter referred to as the "Contractor". The City and the Contractor are sometimes hereinafter referred to as a "Party" or and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires **PROJECT TITLE AND PROJECT NUMBER** (the Project); and

WHEREAS, in light of the facts set forth above, the City desires to retain Contractor in connection with **PROJECT TITLE**; and

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. TERM OF AGREEMENT

This Agreement shall commence within **NUMBER (QTY) OF CALENDAR DAYS** after issuance of Notice to Proceed (the "Commencement Date") and shall terminate upon completion of the Project **NUMBER (QTY) OF CALENDAR DAYS** after Commencement Date (**the "Termination Date"**), unless sooner terminated in accordance with the provisions of this Agreement (the "Term"). From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 3 below.

This Agreement may be extended for **ONE (1) additional one-year period** (hereinafter "Option Period"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Contractor sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Contractor such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without

further notice from either Party, unless terminated earlier pursuant to the provisions of Section 3 below. Should the City fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Contractor.

Section 3. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

Section 4. CONTRACT DOCUMENTS; PRIORITY

The contract documents shall include the following documents, attached hereto as exhibits and/or incorporated herein by this reference as though set forth in full (the "Contract Documents"):

(AMEND AS APPLICABLE)

- This Agreement.
Exhibits:
- Notice Inviting Bids for the Project;
- City Specifications for the Project;
- Special Provisions;
- Accepted Proposal.

In the event of any conflict between or among the Contract Documents, or any dispute as to the meaning of any term or provision, the Contract Documents shall be given priority according to the order listed herein above. In the event of any conflict or dispute that cannot be resolved by reference to the Contract Documents, the following documents may be used to clarify or interpret any term therein:

(AMEND AS APPLICABLE)

- Non-Collusion Affidavit;
- Bidder's Bond;
- List of Subcontractors;
- Faithful Performance Bond;
- Payment Bond; and
- Guaranty.

Section 5. CONTRACTOR'S OBLIGATIONS

Contractor shall complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment,

supplies, transportation, and any other items and facilities necessary therefore, as provided in the Contract Documents.

Section 6. COMPENSATION

The Contractor agrees to receive and accept the following amount, not to exceed **SPELL OUT DOLLAR AMOUNT and 00/100 Dollars (\$000.00)**, as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the City, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to **the requirements of the agreement documents and to the satisfaction of INSERT DEPT. HEAD NAMD AND TITLE**, or his designee, to wit: See **Exhibit "A", Scope of Work.**

Section 7. BID PROPOSAL FORMS (REVISE, AS APPLICABLE-PROPOSAL, QUOTE, ETC.)

The City shall pay Contractor as provided in the Bid Proposal Forms, attached hereto as **Exhibit "B"**, and incorporated herein by this reference as though set forth in full, subject to approval of the City, when applicable.

Section 8. PREVAILING WAGES

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815, as amended and applicable), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the State of California via the internet at www.dir.ca.gov. Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Agreement. Contractor shall be responsible for using correct and current prevailing wage rates.

b. **AB219 (as applicable)** adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term "ready-mixed" concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

c. The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid,

accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

d. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, *et seq.*; California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

NOTE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

Section 9. WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

In conformance with current statutory requirements of Section 1860 *et seq.*, of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Section 10. NOTICE TO PROCEED

No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence work pursuant to the Contract Documents as directed by the City in the Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

Section 11. COMPLIANCE WITH LAWS

Contractor shall comply with all local, state, and federal laws and regulations applicable to the performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and subcontractors. Unless

otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

Section 12. **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

Contractor shall procure and maintain at its own expense, during the term of this Agreement, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 13. **COURSE OF CONSTRUCTION/INLAND MARINE INSURANCE**

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. **Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom is performing any work under this agreement shall** also be responsible for insuring their owned, leased/rented or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of the City of Victorville.

Section 14. **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

Section 15. **WAIVER OF SUBROGATION RIGHTS**

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 16. **PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES**

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Contractor's insurance and shall not contribute to it.

Section 17. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 18. INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and

Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless there from;

c. In the event the City, its officials, officers, agents, volunteers or employees is made a Party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time;

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

Section 19. REPORTS

Upon request by **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the **work** required by this Agreement.

Section 20. RECORDS

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

**COMPANY NAME
ADDRESS
CITY, STATE, ZIP**

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 26. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Agreement and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 27. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Contractor.

Section 28. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 30. GENDER; PLURAL

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 31. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 32. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 33. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 34. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 35. ATTORNEY'S FEES

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the Parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the Parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the Parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 36. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

**Section 37. REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 38. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

CONTRACTOR

By: _____
**INSERT DEPT. HEAD NAME AND TITLE
OR MAYOR**

By: _____
CONTRACTOR NAME AND TITLE

Dated: _____

Dated: _____

ATTEST (AS APPLICABLE)

By: _____
Charlene Robinson, City Clerk

Dated: _____

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD FORM

By: _____
**Chuck Buquet,
Risk Manager**

By: _____
**Andre de Bortnowsky,
City Attorney**

Dated: _____

Dated: _____