City of Los Alamitos

Request for Proposal (RFP) 2020-01
Tree Maintenance Services

FOR

Development Services Department

Attn: Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, Extension 211
(562) 493-1255 Fax
Email: lroseberry@cityoflosalamitos.org

Deadline/Bid Opening Date:
Must be received by 2:00pm
Thursday, March 18, 2020

RFP Available at http://www.cityoflosalamitos.org
TABLE OF CONTENTS
REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION
NOTICE INVITING SEALED BIDS ........................................................................................................ A
INSTRUCTIONS TO BIDDERS ............................................................................................................... B
PROPOSAL INFORMATION AND DOCUMENTS ............................................................................... C
CONTRACT INFORMATION AND DOCUMENTS ................................................................................. D
SECTION A

REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS
NOTICE INVITING PROPOSALS

CITY OF LOS ALAMITOS
Development Services Department

NOTICE OF REQUEST FOR PROPOSALS
Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 2:00 PM on Thursday, March 18th, 2020, as follows:

Tree Maintenance Services

Proposals must be submitted on the City’s Request for Proposal Forms and submitted in sealed envelopes marked on the outside, “SEALED PROPOSAL FOR TREE MAINTENANCE SERVICES. DO NOT OPEN WITH REGULAR MAIL.”

The contract will consist of: annual services for maintenance, removal and replacement of trees, as needed within the City’s Community forest.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos
Leslie Roseberry
Interim Development Services Director
3191 Katella Avenue
Los Alamitos, CA 90720
SECTION B
REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS
INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

One (1) original and one (1) Microsoft Word digital version of the Proposal must be submitted in a sealed envelope and submitted to the following address:

City of Los Alamitos  
Attn: Leslie Roseberry  
Interim Development Services Director  
3191 Katella Avenue  
Los Alamitos CA 90720

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

“SEALED BID FOR REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES. DO NOT OPEN WITH REGULAR MAIL”
SECTION C

REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS
BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals from qualified firms to provide annual services for maintenance, removal and replacement of trees, as needed within the City’s Community Forest. The City is comprised of approximately 2,476 street and park trees.

The purpose of this maintenance Professional Services Agreement is to provide the City of Los Alamitos with the best possible tree care to maintain the City’s Community Forest at a level expected by the City’s residents, City Council, City Staff, and visitors to the community. The selected firm will work closely with City staff to ensure the most appropriate care and maintenance of the City’s Community trees with sensitivity to the City of Los Alamitos, its residents and visitors.

It is the intent of the City to award a Professional Services Agreement in form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement 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 Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual budget, an annual agreement 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 Community.

This work consists of preventative maintenance and repair services as specified in the scope of services and/or Requests for Proposal.

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 Los Alamitos is intended unless otherwise stated. As used herein, “provide” shall be understood to mean “provide complete”, in total. The word “facility” as used hereinafter shall be understood to mean the location receiving the service. The use of the words “Contractor” shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

1. SCOPE OF SERVICES

A. It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City’s requirements. Contractor shall be required to perform the following tree maintenance activities at various sites throughout the City:
1. Tree trimming
2. Tree removal
3. Stump Grinding
4. Tree planting
5. Clean up and disposal and/or recycling of generated green waste
6. Root pruning and root barrier installation
7. On-line tree inventory and management
8. Small tree care
9. Emergency on-call services
10. Certified Tree Arborist Services

B. Contractor shall submit a recommended annual pruning program based upon a three (3) year, street tree pruning cycle. Proposals shall provide suggested time schedules, personnel and vehicles that would be required to complete the annual pruning schedules. Depending on the City’s current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently.

2. PROJECT EXPECTATIONS

This work consists of tree trimming for traffic clearance, palm trimming, and/or trimming and shaping of trees as specified in the contract scope of work and/or Requests for Proposal. All pruning methods shall comply with the ISA and ANSI Standards.

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 Los Alamitos 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 the agreement to the awarded Contractor.

This work consists of tree trimming for traffic clearance, palm trimming, and/or trimming and shaping of trees as specified in the Professional Services Agreement scope of work and/or Requests for Proposal. All pruning methods shall comply with the ISA and ANSI Standards.

B. Work Quality

1. All tree trimming shall comply with good arboreal practice for the particular species of trees being trimmed. The Contractor shall be consistent with the pruning standards as adopted by the International Society of Arboriculture, ANSI A-300 Part 1) 2008 accompanied by Best Management Practices, Tree Pruning (Revised 2008). The Contractor shall also meet the requirements of the American National

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

C. Standards

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

2. Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the Public Works Superintendent for determination of the appropriate course of action.

3. The use of “lopping shears” shall be specifically approved by the Designated City staff.

4. Daily tree trimming operations shall commence no earlier than 8:30 AM and shall be completed each day no later than 5:00 PM.

5. Limbs one inch (1”) in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1’) to two feet (2’) from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1”) to three inches (3”) further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½”) or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the Public Works Superintendent. All debris resulting from tree trimming operations shall be removed from the work site on a daily basis.

6. Removal of all vines entwined in the tree or around its trunk, and the removal of sucker growth on tree trunks is required on all trees.

D. Tool Sanitation

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach
solution after each cut and between trees where there is danger of transmitting the
disease on tools. Fresh solution shall be mixed daily.

E. General Trimming and Shaping of Conifers

1. Two basic classes of conifers can be found in Los Alamitos, those with
branches radiating out from the trunk in whorls such as Pine trees or Cedar
trees and those that sprout branches in a random manner such as Juniper or
Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, no more than thirty percent (30%) of the live foliage may be removed.

2. Contractor shall avoid damaging the central leader on all conifers. In specific cases
the designated City staff may direct the Contractor to remove the central leader in
an effort to limit the height of specific trees.

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

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

5. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or
unwanted branches from the interior of the canopy.

F. General Trimming and Shaping of Broadleaf Trees

Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Public Works
Superintendent and in accordance with the following:

1. Cuts to laterals to preserve the natural form of the tree, leaving the head open
enough for the branching system to show and permitting the dead material to be
easily cleaned out and light to show through the head. Tree foliage shall be reduced
by at least twenty-five percent (25%) but no more than fifty percent (50%).

2. 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.

3. Stubbing shall not be an accepted practice for reducing the size or the framework
of any tree.

G. General Trimming and Shaping of City Trees:
1. The objective is to control canopy size and basic structure while maintaining an aesthetically pleasing appearance.

2. City trees in the business districts shall be pruned on an annual cycle. The objective is to prune the trees in a manner that will provide clearance for business signs and storefronts while maintaining the natural shape and beauty of individual street trees. Contractor shall be required to meet the schedule requirements as outlined in the Professional Services Agreement requirements and make every attempt possible to reduce the impact on businesses and business patrons during the course of pruning activities.

3. City trees in residential neighborhoods shall be pruned on a tri-annual cycle. The objective shall be to prune the trees in a manner that will provide sunlight for private landscapes, and buildings or homes while maintaining shade over the streets and sidewalks.

H. Trimming for Traffic Clearances

Tree trimming for traffic clearances shall provide clearances of at least fourteen feet (14’) and no greater than sixteen feet (16’) above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the Public Works Superintendent and conform to the following:

1. The maximum clearance under trees within the street right-of-way shall be sixteen feet (16’) over the traveled road, and ten feet (10’) 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.

2. 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.

3. 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.

I. Trimming Palm Trees.

Palm tree trimming shall consist of the removal of all dead fronds, dead frond sheaths, fruit clusters and other vegetation from the trunks of all palms listed in the Agreement Project Requirements in a manner selected by the Contractor and approved by the designated City staff, and in accordance with the following:

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

2. Only the full, green, undamaged fronds shall remain at the crown of the tree. The Contractor shall be required to remove and dispose of any fallen or hanging fronds for a period of thirty (30) days after completion of the Professional Services Agreement.

3. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the designated City staff. The Contractor shall be required to use an aerial tower with a height reach of one hundred feet (100’) for the purpose of trimming City Palm trees.

4. *Trachycarpus fortunei*, *Chamaerops humilis*, and *Phoenix roebeleni* species as well as other palm trees having a trunk height not more than eight (8) feet above the ground shall be trimmed but not slicked.

J. 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, pruning, re-staking when necessary. The maintenance of small trees shall begin as soon as each individual tree has been planted by the Contractor. This work shall continue until the tree has been in the ground for a period of one year. If the tree dies to what is determined negligence on the Contractor’s part, it shall be replaced at Contractor’s expense.

K. Utility Line Clearance

During the course of this Professional Services Agreement, the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine trimming activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Professional Services Agreement. 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 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.

L. Tree Removals
1. During the course of trimming activities for a specified street, Contractor shall notify the Public Works Superintendent of any trees which may be dead, hazardous, or in need of removal for any reason. The Public Works Superintendent 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.

2. All wood from removed trees is the property of the City and shall be disposed of at the direction of the designated City staff. No wood shall be left along public right-of-way unless approved by the Public Works Superintendent. 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.

3. Contractor shall be required to call Underground Alert at least two (2) days before stumps are to be ground out. All tree stumps must be removed to at least eighteen (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 one half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

4. 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. All stumps are to be ground within forty-eight (48) hours of tree removal. 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 unless a new tree is to be planted in the same location and clean fill dirt will be required as a backfill. 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.

M. Pest Control

The City may periodically require the Contractor to treat for insects or disease. Treatment will be done only when specifically requested by the designated City staff, and shall be made in the form of soil injections. Contractor shall be required to provide the City with a written recommendation provided by a State Licensed Pest Control Advisor.

N. Crew Rental Services

Contractor shall provide a minimum standard crew of three (3) persons, one (1) chipper truck, one (1) chipper, one (1) aerial tower truck and all necessary saws and hand tools.
Crew complement should also be capable of modification in order to perform miscellaneous tree care tasks. The Public Works Superintendent shall provide a description of the work and recommended tools required to complete the assignment in an efficient and timely manner.

O. Emergency Response Service

1. 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.

2. Contractor shall be required to provide twenty-four (24) hour emergency phone numbers and the names of at least five (5) individuals upon award of Professional Services Agreement. Should the contact persons or their phone numbers change during the course of the Professional Services Agreement, those changes shall be submitted to the City within two (2) working days.

3. 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.

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

P. Traffic Control

1. Contractor shall be required to supply the necessary equipment to provide adequate traffic control measures during tree trimming operations. This shall include but not be limited to high visibility arrow boards where appropriate. The contractor must abide by the most current edition of the Work Area Traffic Control Handbook, or W.A.T.C.H. manual, for traffic control. The City, prior to use, must approve all traffic control measures.

2. Tree trimming operations may be conducted on one side of the street at a time and at no time may streets be closed unless authorized, in advance, by designated City staff. During all tree trimming operations, adequate provisions shall be made by the Contractor to accommodate normal traffic flow over public streets. Means of ingress and egress shall be provided for occupants of adjacent property with convenient access to driveways, buildings, businesses or private residences. Pedestrian traffic shall be accommodated on adjacent sidewalks.
3. Contractor shall be required to provide and maintain barriers, guards, and lights whenever and wherever necessary in order to effectively protect the public from the dangers associated with the tree trimming operations. Contractor shall be required to post proper notices and signals for the public regarding detours and the conditions of work currently in progress.

Q. Public Noticing of Tree Trimming Operations

1. Contractor shall be required to notify residents and/or businesses of scheduled tree trimming operations at least seven (7) calendar days prior to the work being performed. Notifications shall be made in the form of door hangers, or letters mailed through the US Postal system.

2. City approved “No Parking” signs shall be posted on individual trees scheduled for trimming twenty-four (24) hours prior to the work being performed. Signs shall be taped or tied and not nailed or stapled to the trees.

R. Disposal of Debris

All brush generated from tree trimming operations shall be recycled where practical.

S. Green Waste Report

Green waste that is transported to an offsite facility for grinding into mulch shall be documented and submitted to the designated City staff on a monthly basis. Weight slips shall be required as proof of disposal and shall be included in the monthly Green waste Report.

T. Wood Chips

Chips generated from trimming operations within the City of Los Alamitos may be dumped and spread at a City designated site. At the direction of the designated City staff, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.

U. Milling

At the direction of the designated City staff, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the proposal.

V. Invoice
Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to: a list of each street where trimming operations took place; the address of each individual tree trimmed; the species and its current condition; and the height, trunk diameter, and canopy spread of each individual tree that was trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City’s Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

W. Inspections

1. Designated City staff shall be furnished with every reasonable facility for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work.

2. Each week, the Contractor shall be required to submit a complete working schedule of all tree maintenance operations including but not limited to trimming, planting, removals, stump grinding and watering.

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

4. Any work found to be unacceptable will be noted in writing. Upon receipt of notice these deficiencies; the Contractor shall make a reasonable good faith effort to correct the deficiencies within ten (10) calendar days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or terminate the Professional Services Agreement.

X. Withholding Payment

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

1. Defective or inadequate work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
4. A reasonable doubt that the Professional Services Agreement can be completed for the balance unpaid.

Y. Minor Modifications and/or Additional Work

1. The City may modify these specifications with the joint approval of the Contractor and the City of Los Alamitos. All modifications shall be in writing.
2. In the event that the City of Los Alamitos should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price as listed.

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

4. The Contractor must be willing to provide a competitive price for additional work that may be added to the Professional Services Agreement. 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.

5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within two (2) hours of receipt of the call.

3. PROPOSAL REQUIREMENTS

A. Award will be made to the firm who best meets the City’s requirements for all criteria described in this document. All firms submitting proposals must hold a valid State California C-27 and a C-61/ D49 Contractor’s License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

B. Proposals shall include OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals.

C. Proposals shall include a list of all key persons that will be supervising, scheduling and/or performing the work outlined in the Professional Services Agreement. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of an on-site Supervisor who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

D. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Professional Services Agreement, which may be delivered to said party or his representatives on the work.
E. Proposals shall include a list of at three (3) similar and separate Southern California municipal multi-year tree maintenance Professional Services Agreements, which have successfully concluded within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with submission).

4. ADDITIONAL CONSULTANT RESPONSIBILITIES

The consultant shall be responsible for completing the specified services in accordance with the City’s Professional Services Agreement.

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services under this Agreement are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and the project site. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

5. TERM

The term of the agreement is for three (1) year contract with an additional three (3) optional one-year extensions by mutual agreement. An annual CPI increase is included after the third year of service, subject to a maximum increase of 2.5%.

6. PROPOSAL REQUIREMENTS

Award will be made to the firm who best meets the City’s requirements for the all criteria described in this document. All firms submitting proposals must hold a valid State California C-27 and a C-61/ D49 Contractor’s License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

D. Proposals shall include OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals.
E. Proposals shall include a list of all key persons that will be supervising, scheduling and/or performing the work outlined in the Professional Services Agreement. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of an on-site Supervisor who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

F. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Professional Services Agreement, which may be delivered to said party or his representatives on the work.

G. Proposals shall include a list of at three (3) similar and separate Southern California municipal multi-year tree maintenance Professional Services Agreements, which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with submission).
8. **SUBMITTAL**

Firms wishing to have their proposals considered for this project shall submit the following:

A. A Statement of firm’s qualifications applicable to this project, including the following:

1. State of California Contractor’s License number and expiration date.
2. Names, qualifications and proposed duties of staff to be assigned to this project. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of the project as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the firm.
3. List of staff qualifications including certifications, specialists, and licenses.
4. Technical ability and experience similar in scope to this project. References to include contact names and telephone numbers.
5. Statement of past project disqualification(s) and litigation.

B. Detailed Proposal including pricing.

C. A written description of the firm’s plan to report green waste generated and the method for its disposal.

D. A written statement describing the firm’s ability to acquire and purchase trees for the City’s Community Forest. Also describe the facility, where the trees are to be stored.

E. Completed ‘Attachment A’ – pricing sheet.

One (1) original and five (5) copies of the proposal must be submitted no later than 2:00 p.m., March 18, 2020. It is the sole responsibility of the proposer to insure that their proposal is received by the deadline. Postmarks and/or faxes are not acceptable. Proposals must be titled “RFP for Tree Maintenance Services”. Proposals must be submitted to:

Leslie Roseberry  
Interim Development Services Director  
City of Los Alamitos  
3191 Katella Avenue  
Los Alamitos, CA  90720

Questions related to this Request for Proposals may be referred to the Management Analyst at 562-357-4514. Proposals not received on or prior to the date and time specified will not be considered.

9. **SELECTION CRITERIA**
The process will adhere to the current City of Los Alamitos policies for the award of Professional Services Agreements. Each proposal will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All respondents will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

A. **Quality & Completeness of Proposal**
   2. Work Statement and Quality Control Plan.

B. **Corporate Capability**
   1. Qualifications and experience of staff.
   2. Quantity and types of equipment.
   3. Internal training program for employees.
   4. Green waste recycling capabilities.
   5. Experience in the management of electronic tree inventory databases.

C. **Pruning Program**
   1. Ability to recommend and meet Project Schedules.

D. **Reference Evaluation**
   1. Quantity and Quality of work previously performed.
   2. References: Names and Numbers provided.

E. **Fee Schedule**
   1. The firm’s current Fee Schedule.

10. **CLARIFICATION OF SPECIFICATIONS**

If any respondent, prior to submitting their proposal should find any discrepancies and/or omissions from the specifications or other Professional Services Agreement documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Los Alamitos Public Works Superintendent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or
points requiring clarification in these documents, a written addendum will be mailed to each person to whom a proposal has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to respondents in any manner other than the aforementioned written addendum.
1. **GRID OR ANNUAL 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, cleaning and light thinning 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 assess, 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.

   Small, Medium & Large Trees Per tree $ __________

2. **FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS:**
   Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a “Service Request.”

   - 0”-6” dbh Per tree $ __________
   - 7”-12” dbh Per tree $ __________
   - 13”-18” dbh Per tree $ __________
   - 19”-24” dbh Per tree $ __________
   - 25”-30” dbh Per tree $ __________
   - 31” dbh & over Per tree $ __________

   Washingtonia Robusta Per tree $ __________
   Phoenix Canariensis Per tree $ __________
   Palm Tree Skinning Per tree $ __________

3. **CLEARANCE PRUNE:**
   Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs 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 prunes are performed on a grid system or on a street-by-street basis.

   Small, Medium & Large Trees Per tree $ __________
4. TREE & STUMP REMOVAL:

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled; as well as all debris cleaned up and hauled away.

<table>
<thead>
<tr>
<th>Service</th>
<th>Per dbh inch</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree and stump removal</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Tree and stump removal over 30”</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Tree removal only</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Tree removal only over 30” dbh</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Stump removal only</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

5. TREE PLANTING:

Planting includes the tree, root barrier (when required by specifications), stakes, ties, and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as-needed. Contractor will guarantee the life of the tree for a period of ninety days (90), excluding vandalism and extreme weather conditions.

<table>
<thead>
<tr>
<th>Planting</th>
<th>Per tree</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 gallon tree with root barrier</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15 gallon tree without root barrier</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>24 inch box tree with root barrier</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>24 inch box tree without root barrier</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

6. CREW RENTAL:

The standard crew is three (3) 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 hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

Per hour $___________

7. EMERGENCY RESPONSE:

Contractor will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

Per hour $___________

8. ON-LINE TREE INVENTORY:

Contractor will provide an on-line tree inventory database. The inventory shall be updated annually by the Contractor and a report generated and submitted to the Public Works Superintendent.
The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

For the purposes of determining the lowest responsible bidder, the Bid Schedule Total of Schedule A shall be considered.

(COMPANY NAME OF BIDDER)  (DATE)
SECTION D

REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS
CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND
NON-COLLUSION AFFIDAVIT
WORKER’S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR’S LICENSING LAWS
ARTICLES OF AGREEMENT
REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES ("AGREEMENT") is made and entered into for the above-stated project this __________, 2020, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR., a California corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.
ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of AMOUNT unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency’s confirmation of CONTRACTOR’S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:
A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY $200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by CONTRACTOR’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY $25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.
E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5’) and is estimated to cost more than $25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4’) involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR’s cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR’s cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR’s subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker’s Compensation Insurance as required by Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.’ If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker’s Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

**ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnities”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of
accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party’s duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial
arbitration upon the parties’ failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent Contractor**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR’s employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

**AGENCY:**
CITY OF LOS ALAMITOS
3191 Katella Avenue
Los Alamitos, CA 90720

**CONTRACTOR:**

**ARTICLE XIII: Entire Agreement**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.
ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____________________________.
CONTRACTOR:

________________________________________
President
Contractor’s License No. XXXXXX

Subscribed and sworn to this _______ day of _________, 2020.

NOTARY PUBLIC ______________________________________________ (SEAL)

AGENCY:

__________________________
Richard Murphy, Mayor
City of Los Alamitos

ATTESTED:

__________________________
Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

APPROVED AS TO FORM:

__________________________
Michael S. Daudt, City Attorney
City of Los Alamitos

(E X E C U T E  I N  D U P L I C A T E)
PAYMENT BOND

REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to CONTRACTOR as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of AMOUNT which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys’ fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall ensure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY’s obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of ________________, 2020.

Contractor* CONTRACTOR
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____________________, 2020.

NOTARY PUBLIC........................................................................................................ (SEAL)

(E X E C U T E I N D U P L I C A T E)
KNOW ALL PERSONS BY THESE PRESENTS that CONTRACTOR hereinafter referred to as “CONTRACTOR” as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the “AGENCY” in the sum One-Hundred and Sixty Thousand, One-Hundred Six and Zero Cents ($160,106.00), which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: REQUEST FOR PROPOSAL (RFP) 2020-01 TREE MAINTENANCE SERVICES, which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney’s fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____________ day of ________, 2020.

Contractor*       SURETY*………………………
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____________ , 2020

NOTARY PUBLIC........................................................................................................ (SEAL)

(E X E C U T E I N D U P L I C A T E)
MAINTENANCE BOND

REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to ________, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of AMOUNT which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys’ fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____ day of ___________________, 2020.

Contractor*

SURETY* ..................................................................................................................
..................................................................................................................
..................................................................................................................

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this ........... day of............................... , 2020.
NOTARY PUBLIC .................................................................................................. (SEAL)

(EXECUTE IN DUPLICATE)
NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _______________ of _______________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _______[date], at _______________[city], ________________ [state].

__________________________
Signature of Declarant

__________________________
Printed Name of Declarant
WORKERS’ COMPENSATION INSURANCE CERTIFICATE

The Contractor 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 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 I will comply with such provisions before commencing the performance of the work of this contract.

DATE: ______________

By: __________________________________________

(Signature)

_________________________________________

(Title)

Attest:

By: __________________________________________

(Signature)

_________________________________________

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.
ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:
The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days’ written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best’s rating of A+ VIII or greater.

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insurers under the contracts of insurance for which the Certificate of Insurance is given.

________________________________________
Authorized Insurance Agent

Date: ___________________________________
STATEMENT REGARDING INSURANCE COVERAGE

REQUEST FOR PROPOSAL (RFP) 2020-01
TREE MAINTENANCE SERVICES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in 7-3 LIABILITY INSURANCE of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: .......................................................................................................

MAILING ADDRESS: .......................................................................................................
.......................................................................................................
.......................................................................................................

AUTHORIZED SIGNATURE: .......................................................................................................

TITLE: .......................................................................................................

DATE: .......................................................................................................

Request For Proposal 2020-01
Tree Maintenance Services 2020
City of Los Alamitos
I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor’s license as set forth below:

Business & Professions Code § 7028.15:

a) It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, “the price of the contract” for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.
f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors’ State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors’ State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors’ License Number: _____________________________________________

License Expiration Date: ________________________________________________

Authorized Signature: _________________________________________________

Date: _______________________________________________________________