



## **REQUEST FOR PROPOSAL NO. 202122-03**

**CITY OF MADERA  
PARKS AND COMMUNITY SERVICES**

**Tree Management and Maintenance Services**

**Date Released: September 1, 2021**

**Proposals are due Thursday, September 30, 2021 prior to 4:00 PM**

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**REQUEST FOR PROPOSAL  
FOR  
Tree Management and Maintenance Services**

**Proposals are due Thursday, September 30, 2021 prior to 4:00 PM**

The City hereby invites written formal proposals from qualified firms interested in providing Tree Management and Maintenance Services for the City.

The City of Madera Parks & Community Services Department is responsible for the maintenance of street trees within the public right-of-way, as well as within parks, landscape maintenance districts, open spaces, City facilities, and other City properties. This contract will include approximately 9,250 trees within 16.5 square miles.

The services to be provided shall require, at a minimum, a current and valid California Contractor State Licensing Board (CSLB) license(s) in the classification required by law to perform the work: CSLB C-27 (Landscape Contractor License) and CSLB C-61/D-49 (Tree Service). The Contractor shall furnish all labor, tools, equipment, materials, and supervision necessary to perform safety and grid/annual pruning, removal and planting of trees, inventory system management, and other arboriculture related services.

All businesses shall have a valid City business license to provide services and must have the appropriate licenses necessary to apply pesticides as required for maintenance of services proposed.

**I. GENERAL INFORMATION**

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division contact set out in RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City's website at [www.cityofmadera.gov/departments/purchasing/](http://www.cityofmadera.gov/departments/purchasing/) under Bid Announcement and Results. Any interpretation of, or correction to this solicitation, will be made only by addendum issued by the

City's Purchasing Division. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

RFP Release	Wednesday, September 1, 2021
Deadline for Written Questions	Wednesday, September 15, 2021, 5:00pm
Response to Questions Posted on Website	Friday, September 17, 2021
Proposals Due Date and Time	Thursday, September 30, 2021 before 4:00pm
Review of Proposals and Contract Negotiations	Friday, October 1, 2021 through Friday, October 8, 2021
Council Consideration of Award of Contract	Wednesday, October 20, 2021
Notice to Proceed	Thursday, October 21, 2021

**\*\*All dates are subject to change at the discretion of the City.**

**1. Inquiries**

Any questions related to this RFP shall be submitted in writing to the attention of Jennifer Stickman, Procurement Services Manager, via email at [jstickman@madera.gov](mailto:jstickman@madera.gov) no later than 5:00pm on Wednesday, September 15, 2021.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

**2. Submittals**

***Due to Covid-19 safety precautions and to ensure the delivery of your proposal, it is required that you email your proposal to Jennifer Stickman, Procurement Services Manager, at [jstickman@madera.gov](mailto:jstickman@madera.gov) by 4:00 PM on Thursday, September 30, 2021. Proposals shall be sent with the subject line: "RFP No. 202122-03 Tree Management and Maintenance Services" by the time and date specified above.***

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Contractor.

**Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Attachments A and B** included in this RFP, which should be included with Proposals:

1. Attachment A - Vendor Application Form
2. Attachment B - Cost Proposal

## **II. GENERAL INSTRUCTIONS AND PROVISIONS**

- A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening.
- B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Contractor will be considered nonresponsive and rejected.
- C. Attention of proposers is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful proposer.
- D. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
- E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award.
- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results.

- H. This RFP does not commit the City of Madera to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Madera reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Madera to do so. Furthermore, a contract award may not be made based solely on price.
- I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal:
  - a. The proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have their license, please indicate the license number and expiration date on Attachment A, Vendor Information Form.
  - b. Any Federal or State of California License/Certification required to provide the services will be required.
  - c. Certificates of Insurance in accordance with the Insurance Requirements for Service Providers document included in the RFP in Section IV must be on file with the City.
- K. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

Each Contractor and Subcontractor shall keep an accurate payroll record, 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 in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

Department of industrial Relations Registration of Contractors & Subcontractors:

**Department of Industrial Relations Annual Registration:**

1. Beginning on March 1, 2015, pursuant to Labor Code Sections 1772 and 1771.1(b) - all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.
2. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
3. Beginning on April 1, 2015, pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
4. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).
5. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
6. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
7. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a) (2) - the contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
8. Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project.

In bidding on this Project, it shall be the Bidders sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s) in the Project bid.

Pursuant to Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors that are ineligible to perform work as a subcontractor on

a public works project. This list of debarred contractors is available from the Department of Industrial Relations at [www.dir.ca.gov/DLSE/Debar.html](http://www.dir.ca.gov/DLSE/Debar.html)

- L. An award will be made as soon as reasonably practical after the opening of Proposals.
- M. The successful Proposer shall enter into a formal agreement with City which will be very similar in content to the Attachment C "Sample" Contractor Services Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City. It is the City's intent to enter into an initial term of approximately three (3) years with an option for two (2) additional one (1) year extensions upon mutual written agreement.
- N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the Best Value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- O. The prospective Contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Madera Council.
- P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

### **III. SCOPE OF SERVICES**

#### **BACKGROUND**

This work shall consist of pruning street trees and park trees for traffic and pedestrian clearance, tree health, removing trees as designated, stump removal, tree planting, staking and inventory of trees as well as leaving the work site in a neat, clean, and orderly condition upon completion of the work or at the end of the day, in the area as specified in these specifications. All green waste to be disposed of by the Contractor and the cost to be included within the various bid items.

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and 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 current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The estimated annual volume of work is \$150,000.



## MAINTENANCE STANDARDS AND SPECIFICATIONS

Prior to beginning the work, the Contractor shall review with the City 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.

The general hours of operations shall be 9:00 am to 3:00 pm on major streets and 7:30 am to 5:00 pm on residential streets with respect to any chipping, cutting, or other operations generating harsh or unusual noise. The days of operations shall be Monday through Friday. No work shall be performed on Saturday or Sunday unless authorized by the City.

All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

### A. Grid or Annual Tree Trimming

At the direction of the Director of Parks & Community Services, tree pruning per pre-designed districts, grids, or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight 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. Prune dead, dying, diseased, and/or crossing limbs. Special projects that are difficult to access by equipment, 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.

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
2. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
3. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
4. 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 care operations who can receive and carry out instructions given by City staff. 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.

5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage 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 Contractor is responsible for appropriate notification of Underground Service Alert (USA).
6. No hooks, gaffs, spurs, or climbers will be used while climbing trees other than for removals and inaccessible Palms when needed.
7. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
8. 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, within 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.
9. 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.

**B. Full Trim Based on Service or Special Requests**

At the direction of the Director of Parks & Community Services, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two (2) weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. 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.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. Dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently

close, within 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. Crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. Trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

C. Clearance Trim

As directed by the Director of Parks & Community Services, tree pruning shall provide optimum clearance without jeopardizing the health and structure of the tree. Pruning to raise shall be 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. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the Director of Parks & Community Services 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. Without damaging the trees, 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.
4. The City is aware that not all trees can be properly raised for clearance without jeopardizing the balance, structure and/or health of the tree. These trees should be identified by the Contractor prior to the clearance trimming and the Director of Parks & Community Services will make the final decision on a case-by-case basis regarding how the tree shall be trimmed.

D. Palm Tree Trimming

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

1. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the Director of Parks & Community Services. The Contractor, when possible, will use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.
2. Palm Skinning (additional service & 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 palm. 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.

E. Tree Removal

After the City determines that a tree requires removal, the City will prepare a list of trees to be removed, notify homeowners, and submit the list to Contractor. The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and stump grindings. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy-five (75') feet will fall under Crew Rental rates. The Director of Parks & Community Services shall make the final determination to remove immediately or provide public noticing for removal at a later date. Removals shall be conducted in a good skillful manner in accordance with the standards of the arboricultural profession.

No wood or tree removal debris shall be left along public right-of-way unless approved by the Director of Parks & Community Services. 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.

Diseased and/or infested trees that are removed may require disposing of wood debris using special handling or processing for proper disposal. Additional costs may be discussed with the City.

The Contractor shall be required to call USA at least 2 working days before stumps are to be ground out. 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.

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. A combination of native soil and stump grindings will 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.

F. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by the Director of Parks & Community Services. Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

1. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
2. The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
3. Planting pit shall be dug at appropriate width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
4. Tree shall be placed in the planting pit with its original growing level (the trunk 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.
5. 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.
6. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
7. All trees shall be staked with two wooden lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (1/3) and two-thirds (2/3) of the trunk height on opposite sides of the trunk. Stakes shall not penetrate

the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

8. 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.
9. 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.
10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
11. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease, and structural defects.

G. Crew Rental

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

H. Crew Rental 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 five (5) 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 from portal to portal. This shall include all labor, tools, equipment, disposal fees and necessary materials. Emergency response charges may also be applied for crew(s) to “stand-by” during storm-type weather elements.

I. Tree Inventory Using GPS

At the City’s direction, contractor will provide the City with a 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 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, such as ArcView. 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 in the software, which will enable you to connect the inventory to the City’s GIS program and create various frequency reports.

A GPS tree inventory shall be created with a new database using the City’s standardized addressing system for all parks and open space areas. Contractor shall be required to create an ESRI ArcView/ArcGIS compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW, and hardscape, etc.) The consultant’s tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. Minimum accuracy shall be not more than one (1) submeter.

J. Arborist Services

On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for a Certified 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. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

**OTHER PROVISIONS**

A. Traffic Control

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ directly or on a contract basis staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).

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.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

B. Public Notice of Tree Pruning Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

C. 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. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however, the City will not be responsible for security of Contractor's equipment.

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

The Director of Parks & Community Services or shall be the sole judge as to the adequacy of the cleanup.

D. Disposal of Materials

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 Contractor's Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:

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

2. Wood Chips:



- a. 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.

E. 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 that tree care operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

F. Inspections

The City or its 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.

#### IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to

maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Contractor's bid.

*Maintenance of Coverage*

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors, or subcontractors as specified in this Agreement.

*Proof of Insurance*

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

*Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of

clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

#### *Notice of Cancellation*

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

#### *Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### *Timely Notice of Claims*

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

#### *Additional Insurance*

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

## **V. PROPOSAL EVALUATION**

### **Evaluation Process**

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Purchasing Division only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Madera requirements as set forth in this RFP.

The selection process may include oral interviews. The Contractor will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

### **Evaluation Criteria**

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

<b>Rating Scale</b>		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not have been met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualification & Experience of Key Personnel	5
3	Qualifications & Experience of Firm	10
4	Method and Approach/ Schedule	15
5	References	20
6	Cost Proposal	50
<b>Subtotal:</b>		<b>100</b>

### **1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the Proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered will be discarded and the proposer will be notified via email.

### **2. Qualifications & Experience of Key Personnel (5 points)**

- a. It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

### **3. Qualifications & Experience of Firm (10 points)**

- a. Describe the qualifications and experience of the organization or entity performing services/projects within the past ten years that are similar in size and scope to demonstrate competence to perform these services.

**4. Method & Approach/Project Management/Schedule (15 points)**

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
- c. Project and Management Approach
- d. Roles of Key Individuals on the Team
- e. Working Relationship with the City
- f. Schedule

**5. References (20 Points)**

- a. Provide a list of current and previous contracts similar to the requirements for City of Madera, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, date of contract, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

**6. Cost Proposal (50 Points)**

- a. Provide a fee schedule/pricing information for the project using Attachment B, Cost Proposal. Proposals shall be valid for a minimum of 180 days following submission.

**VI. PROPOSAL REQUIREMENTS**

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Contractors. The intent of these guidelines is to assist Contractors in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

**1. Introductory Letter**

The introductory (or transmittal) letter shall be addressed to:

Jennifer Stickman, Procurement Services Manager  
City of Madera  
Finance Department, Purchasing  
205 W. 4th Street  
Madera, CA 93637

The letter shall be on Contractor letterhead and include the Contractor's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Contractor's understanding of the services being requested and any other pertinent information the Contractor believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the Contractor to the proposal.

**2. Background and Project Summary Section:**

The Background and Project Summary Sections should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work, Section III of this RFP.

**3. Qualifications & Experience of the Firm:**

Describe the qualifications and experience of the organization or entity performing services/projects within the past ten years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- A. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
- B. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
- C. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
- D. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
- E. How many years have you been in business under your present business name?

- F. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

**4. Key Personnel:**

It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

- A. Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
- B. Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

**5. Method of Approach:**

Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

- A. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- B. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- C. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- D. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

**6. References:**

- A. Provide a list of current and previous contracts similar to the requirements for City of Madera, including all public agencies served (if any). For each, provide a brief



description of the scope of work performed, date of contract, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

**7. Cost Proposal:**

Provide a fee schedule/pricing information for the project using the attached in Attachment B, Cost Proposal. Proposals shall be valid for a minimum of 180 days following submission.

**ATTACHMENT A**

**VENDOR INFORMATION FORM  
FOR**

**RFP No. 202122-03 Tree Management and Maintenance Services**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP  
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP  
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Madera Business License Number: \_\_\_\_\_

(If none, you must obtain a City of Madera Business License upon award of contract.)

City of Madera Business License Expiration Date: \_\_\_\_\_

## ATTACHMENT B

### COST PROPOSAL

Task	Description	Unit	Unit Price
1	Tree Pruning by Grid	Per tree	\$
2	Full Trim Based on Service or Special Requests		
	0" – 6" dbh	Per tree	\$
	7" – 12" dbh	Per tree	\$
	13" – 18" dbh	Per tree	\$
	19" – 24" dbh	Per tree	\$
	25" and over dbh	Per tree	\$
3	Clearance Trim		
	0" – 6" dbh	Per tree	\$
	7" – 12" dbh	Per tree	\$
	13" – 18" dbh	Per tree	\$
	19" – 24" dbh	Per tree	\$
	25" and over dbh	Per tree	\$
4	Palm Tree Trim		
	Date Palm (Phoenix spp.), any size	Per tree	\$
	Fan Palm (Washingtonia spp.), any size	Per tree	\$
	All other Palm Species, any size	Per tree	\$
5	Tree Removal		
	Tree and stump removal up to 36"	Per dbh inch	\$
	Tree and stump removal over 36"	Per dbh inch	\$
	Stump removal only	Per inch	\$
6	Tree Planting		
	15-gallon tree with root barrier	Per tree	\$

	24" box tree with root barrier	Per tree	\$
	15-gallon tree without root barrier	Per tree	\$
	24" box tree without root barrier	Per tree	\$
7	Crew Rental	Per man hour	\$
8	Crew Rental Emergency Response	Per man hour	\$
10	Tree Inventory Using GPS	Per tree site	\$
11	Arborist Services	Per hour	\$

Date \_\_\_\_\_

Company Name \_\_\_\_\_

CSLB License No. & Classification(s) \_\_\_\_\_

DIR No. & Classification(s) \_\_\_\_\_

Street Address \_\_\_\_\_

City / State / ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_

Person Preparing Proposal \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Signature of Person Preparing Proposal \_\_\_\_\_

## **ATTACHMENT C**

### **SAMPLE CONTRACTOR SERVICES AGREEMENT**

## ***SAMPLE CONTRACTOR SERVICES AGREEMENT***

### **CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND**

---

This Contractor Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and NAME ("Contractor"). This Agreement shall be effective on the date signed by City which shall occur after execution by Contractor ("Effective Date").

#### **RECITALS**

- A. City has sought, by a Request for Proposals, to select a Contractor to provide \_\_\_\_\_.
- B. Contractor submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Contractor and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.
- C. City has selected Contractor to perform the requested Services on the basis of Contractor's demonstrated competence and professional qualifications.
- D. City desires to retain Contractor, and Contractor desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

#### **AGREEMENT**

- Scope of Services.** Contractor shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. *[Note: Scope of Services Exhibit will also include the text from RFP regarding Maintenance Standards and Other Provisions.]*
- Commencement of Services; Term of Agreement.** Contractor shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on \_\_\_\_\_, 2021, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through \_\_\_\_\_, 2024, unless otherwise terminated earlier by one of the parties pursuant to Section 16 of this Agreement. This Agreement may be

extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 21 of this Agreement.

- (a) Continuity of Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors assigned to perform the Services under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors assigned to perform the Services under this Agreement.
- (b) Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Contractor.

3. Compensation for Services. City shall compensate Contractor for rendering the Services as follows:

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. *[And if applicable add: "Both parties agree that Contractor's total compensation under this Agreement shall not exceed \$\_\_\_\_\_."]*
- (b) Each month Contractor shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-Contractor contracts.
- (c) City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Contractor of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.
- (d) Payment to Contractor for work performed under this Agreement shall not be deemed to waive any defects in work performed by Contractor.

4. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or



subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement. Contractor represents that to the extent Contractor utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Contractor also expressly represents that both Contractor and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Contractor and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Contractor shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

7. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Contractor; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Contractor shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its

subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports and a copy of all final reports prepared by Contractor under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Contractor or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Contractor shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Contractor in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Contractor's performance of services under this Agreement. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Contractor will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Contractors. This Agreement is non-exclusive with Contractor. City reserves the right to employ other Contractors in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Contractor.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Contractor Upon Termination. In the event termination is not due to fault attributable to Contractor and provided all other conditions for payment have been met, Contractor shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor's compensation has not become due, Contractor shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to

physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Contractor. Contractor may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Contractor shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Contractor shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: (ADD NAME)  
City of Madera  
205 W. Fourth  
Madera, CA 93637  
Email:

To Contractor:       NAME  
                              ADDRESS  
                              Email:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22.    Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

23.    Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24.    Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25.    Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26.    Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27.    Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28.    Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the City and Contractor have executed this Agreement on the date(s) set forth below.

**CONTRACTOR NAME**

**CITY OF MADERA**

By: \_\_\_\_\_  
(ADD NAME & POSITION)

By: \_\_\_\_\_  
Santos Garcia, Mayor

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

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

**APPROVE AS TO FORM:**

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

**ATTEST:**

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**

**SCOPE OF SERVICES**

SAMPLE



**EXHIBIT B**  
**SCHEDULE OF COMPENSATION**

SAMPLE

## EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

### *Minimum Scope and Limits of Insurance*

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Contractor's bid.

### *Maintenance of Coverage*

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the

performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### *Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

#### *Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### *Enforcement of Contract Provisions (non estoppel)*

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### *Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

#### *Notice of Cancellation*

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

SAMPLE