



Request for Proposals (RFP)

for

Emergency On-Call Tree Services

July 26, 2018

1. Introduction

The City of San Rafael (City) hereby requests proposals for on-call tree services from a qualified tree maintenance business that is duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. Services shall include **emergency on-call tree services** as required by the Public Works Operations and Maintenance Manager at various City locations, and shall be performed on an on-call basis. Typical services include, but are not limited to, the following:

1. Remove small/large trees
2. Trim branches
3. Pruning
4. Trim or remove diseased trees
5. Grind stumps
6. Chip branches
7. Haul off debris
8. Other assignments as required

Due to the specific needs for emergency tree work, the City may seek to enter into an agreement with multiple contractors for *Emergency On-Call Work* to ensure availability and response in the event of an emergency. The City shall retain the lowest bidder for *Emergency On-Call Work* as the primary contractor for all emergency work, which means they shall be contacted first for any proposed work. In the event that the primary *Emergency Call-Out Work* contractor is unresponsive, the City shall contact the secondary contractor, etc. This shall be done for *Emergency Call-Out Work* only.

Proposals shall be submitted by businesses that have a capable and demonstrable performance in the type of work described in this Request for Proposals document. In addition, all interested businesses shall have sufficient, readily available resources, in the form of trained personnel, support services and financial resources to carry out the work without delay or shortcomings.

The Contractor will be required to perform and complete the tree trimming and removal services by providing all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work. Work must be completed in a professional, thorough and timely manner, in accordance with the standards and specifications as contained in this RFP.

The term of the initial contract will be one year. At the City's discretion, the contract may be extended for up to two, two-year terms or terminated if the selected contractor is unable to fulfill the duties described.

The not-to-exceed, aggregate total amount for all **emergency on-call tree services** for the one-year term is **\$75,000**.

In order to submit a bid for **Emergency On-Call Work**, the contractor must have a maintenance yard within twenty-five (25) miles from San Rafael City Hall (1400 Fifth Avenue, San Rafael).

Interested businesses are invited to submit proposals in accordance with the requirements of this Request for Proposals (RFP). The proposals shall be sealed and filed with said City Clerk, 1400 Fifth Avenue, City Hall, Room 209, San Rafael, California 94901 on or before **August 16th, at 10:00 a.m.**

The specific requirements set forth in this Request for Proposal document shall be included in the final executed Form of Contract.

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2. General Requirements:

a. For purposes of this RFP:

The “**City Representative**” shall refer to the City’s Operations and Maintenance Supervisor, or his or her designee. The terms “**Contract**” shall refer to the contract entered into between City and the selected Contractor.

b. Management Philosophy:

The Contractor shall take a proactive approach in correcting problems within the Contractors’ span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

c. Public Image and Etiquette:

Contractor’s employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor’s staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a professional appearance. Contractor’s equipment and vehicles shall also be professional in appearance and be well maintained for safe operation. Any outdoor smoking in the downtown area is prohibited per City ordinance.

d. Geographic Location of Contractor

In order to submit a bid for **Emergency On-Call Work**, the Contractor must have a maintenance yard within twenty-five (25) miles from San Rafael City Hall (1400 Fifth Avenue, San Rafael).

e. Hours of Operation:

It is expected that the contractor awarded the bid for **Emergency On-Call Work** is able to respond 24-hours a day, 7 days a week. Some work may be able to be scheduled in advanced. Scheduled operations for residential zones shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 6:00 P.M. For scheduled operations, the use of power equipment or other work close to residential areas that results in noises shall not be permitted before 8:00 AM or after 5:00 PM. Work along major arterial streets may be subject to additional time restrictions.

f. Repairs and Corrective Actions:

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City Representative, and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours.

Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

Work requested by citizens or hazards reported by Contractor that require scheduling will be prioritized by the City Representative. Immediate response by Contractor may be necessary.

g. Safety

Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty four (24) hours following the occurrence.

h. Traffic Control

If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City Representative prior to starting work. The Contractor will be permitted to reduce traffic to one through lane except on arterial or collector streets. On arterial or collector streets, the Contractor shall maintain traffic as directed by the City Representative. All traffic control shall conform to the requirements of the California Manual on Uniform Traffic Control Devices (CA MUTCD), Revision 3 for construction and maintenance work zones. Contractor at its own expense shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative.

It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

i. Adjacent Properties

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

j. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made and the Contract modified in writing accordingly.

The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

k. Monthly Progress Reports

Contractor shall invoice the City monthly in a form approved by the City representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:

- Date of work performed
- Description of work performed
- Applicable hourly rates
- Tree location (street address and side)
- Tree species
- Tree DBH (diameter measured at 4.5 feet above the ground)
- Tree condition

l. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The Contract hourly rates shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City. Note: Travel time may be billed separately on an hourly basis. Travel time may be billed to the nearest 0.10 hour increment.

m. Adjustment in Scope or Quantity of Work

If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., used to perform the work

City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change

Any additional work requested once the not-to-exceed amounts for the term of the Contract have been reached (\$75,000) will require a formal amendment to the Contract.

n. Hourly Rates for Labor and Equipment

Hourly rates shall include all direct and indirect costs, except travel time is eligible to be billed separately as an hourly rate. For labor or equipment not listed in the Bid Proposal which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before the services are performed.

3. Category of Work

Emergency on-call response is typically required for damaged trees resulting from storms, however 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 24 hours a day, seven days a week. The two-hour response time limit shall be defined as the time in which the Contractor must arrive at the job site with an appropriate work crew and suitable equipment for the performance of the emergency work. If a crane rental is necessary, then the Contractor must secure the emergency condition within two hours and then be able to provide the crane service within four hours or as deemed reasonable and agreed upon by the City.

- a. Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract.

- b. Contractor shall be required to provide all necessary traffic control during 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 the Contract shall include all labor, tools equipment, disposal fees and necessary materials
- c. Because of the two-hour response time limit, a Contractor bidding on emergency work must have a yard within twenty-five (25) miles from San Rafael City Hall (1400 Fifth Avenue). Travel time may be billed separately on an hourly basis.

It will be necessary to perform some of the assignments on weekends (Saturdays and Sundays) or during nighttime hours due to the location of the work to be performed. The necessity of this will be determined by the City Representative. Compensation for work completed on a weekend or at night will be in accordance with the State of California labor codes and based on normal working hour rates.

4. Licensing and Labor

The Contractor shall have experience conducting routine and emergency tree services with other public agencies over the past five (5) years and shall be duly registered and licensed with either a C61-D49 or C27-D49 license in the State of California. All proposing contractors must comply with the Prevailing Wage terms as outlined below.

The Contractor must employ the equivalent of ten (10) full-time employees involved in tree pruning and other tree care operations for the Contractor. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

- Demonstrated knowledge of tree care and related operations.
- Current licenses for operation of equipment utilized by such employee.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

The City has the right to determine crew size for all City tree work assignments.

Bidders are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City of San Rafael has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality where the work is to be performed for each craft or type of workmen or mechanics needed to execute the contract which will be awarded the successful Bidder. The prevailing rates so determined by the City are on file in the office of the City Clerk, copies of which are available to any interested party on request.

No contractor or subcontractor shall be qualified to bid on, or be listed on a bid proposal for a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project and no contractor or subcontractor may engage in the performance of a public works contract, unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

Copies of the Contractor's certified payroll shall be submitted to the City within fourteen (14) days of the work performed. Certified payroll shall also be submitted electronically to DIR in accordance with all DIR requirements.

5. Equipment

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor must list equipment owned and those that are available for use during the duration of the Contract in Attachment A - Bid Proposal. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on it.

The Contractor shall always furnish and maintain sufficient equipment as necessary to perform the work of the Contract. Such equipment shall be subject to the inspection and approval of the City Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of the Contract.

6. Tree Trimming and Pruning Standards:

Trimming and pruning operations shall be coordinated with the City Representative and meet the most current editions of the following benchmark standards:

- American National Standards Institute (ANSI) A300 Pruning Standards
- ANSI Z133.1 Safety Standards
- ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age,

health, and species considerations. Up to 30% crown removal may be accepted for *Ulmus parvifolia* or other special species after consultation with the City Arborist.

Standard 3: Pruning equipment shall be sharp and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species, such as elms (*Ulmus* spp.). Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only under the supervision of the City Arborist.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 7' from sidewalk surfaces
- Building- not less than 8' from vertical building surfaces
- Roofs and street lights- not less than 10' from building roof surfaces or street lamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires

Standard 7: Wildlife Protection: Prior to the commencement of any work near any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. If wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

Prior to beginning City tree pruning, removal and maintenance work, the Contractor shall review with the City Representative various methods, tools, and work scheduling to be used on the project(s).

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

Limbs over one inch in diameter shall be precut to prevent splitting or ripping bark. Removal from a tree of branches three and one-half inches (3.5") or larger in diameter shall be lowered by proper ropes to the ground. Potentially damaging limbs that can damage property must be rope lowered. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City Representative. All debris resulting from tree pruning operations shall be removed from the work site daily.

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

The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for tree pruning, removal and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of the Contract. The Contractor shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

7. Types of Tree Work

a. Pruning

i. Pruning for Structure:

Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified. Structural pruning is also the foundation for the following pruning types.

ii. Pruning to Raise:

Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown ratio should be no less than 66% when raising is completed and some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.

iii. Pruning to Clean:

Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches ½" or larger. This type of pruning is done to reduce

the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping branches of too foliage at the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified.

iv. **Pruning to Reduce:**

Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation from buildings, structures or utilities. Crown reduction should be accomplished with reduction cuts, not heading cuts. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites

v. **Pruning to Restore:**

Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified

vi. **Grid Pruning** consists of pruning 7 or more trees located at the same or at consecutive street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.

b. Stump Grinding and Tree Removal

Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

- i. The Contractor shall comply with all general specifications standards described herein.
- ii. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein
- iii. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact USA at least 2 working days prior to stump grinding. The Contractor is hereby made aware that many trees in the downtown area are located adjacent to street lighting or other utilities within, which are within 12" of finished grade.

- iv. The Contractor shall notify the City Representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
- v. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: A. Tree Pruning, Standard 7, above
- vi. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
- vii. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
- viii. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
- ix. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
- x. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

c. Clean up and Debris Disposal

- i. Contractor shall clean all job sites when work is completed and/or daily, including the raking of leaves, twigs, etc. from the lawns, street gutters, sidewalks and parkways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Representative shall be the sole judge as to the adequacy of the cleanup.

- ii. Wood waste generated from tree removals shall be chipped. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City Representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at the City Green Waste disposal site. All tree branches produced because of the Contractor's operations under the Contract will be reduced, reused, recycled, and/or transformed.

8. Non-City Maintained Trees

The Contractor shall NOT perform any work on non-City maintained trees without the direction from the City Representative. The Contractor shall NOT perform work for adjacent homeowners; all inquiries to this effect shall be forwarded to the City Representative.

9. Insurance Requirements

The City requires contractors to obtain and maintain insurance throughout the contract term, as described in the attached draft Contract for Emergency Tree Services (Attachments B). The required insurance certificates must comply with all requirements described in Attachment B and must be provided with the Contract.

10. Proposal Requirements

The proposal shall be concise, well-organized, and demonstrate an understanding and ability of the proposed Requirements as outlined in this Request for Proposals document. The proposal shall consist of:

- Cover letter signed by the Contractor which includes the following information:
 - The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
 - Address of Contractor's maintenance yard(s)
 - Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and any the information responsive to the criteria specified in the RFP the proposed Agreement.
 - Summary and definitive information regarding licenses, certifications, company experience, and qualifications.
 - Identification of subcontractors and their responsibilities.
- Attachment A – Bid Proposal
 - All contractors submitting a bid must fill out **Table A.1** and **Table B.1**
- Bidder's bond, cash, or certified check for ten percent (10%) of the amount of bid.
- List of personnel (name, position, experience at position, employer, and dates of employment) available to respond under the Contract.

- List of equipment (description, quantity, make, model, year, and condition) available for use under the Contract.

Proposals shall be submitted in hard copy only to the address listed below, on 8.5 x 11" paper. All font must be size 11pt, and the full length of the proposal may not exceed 30 pages one sided.

Proposals are to be submitted in sealed packages and clearly marked with the name of the Contractor, the Contractor's address and "City of San Rafael Emergency Tree Services". Proposals received after the time and date specified will be rejected and returned unopened to the proposer. Failure to adhere to these specifications may be cause for rejection.

Proposals shall be sealed and filed with said City Clerk, 1400 Fifth Avenue, City Hall, Room 209, San Rafael, California 94901 on or before **10:00 a.m., local time, on August 16th, 2018.**

11. Bid Award Process

The lowest bidder for *Emergency On-Call Work* (See Attachment A - Bid Proposal) shall be awarded as the "primary" contractor, provided that the Bidder is determined to be qualified based on the requirements listed herein.

Due to the specific needs for emergency tree work, the City may seek to enter into an agreement with multiple contractors for *Emergency On-Call Work* to ensure availability and response in the event of an emergency. The "primary" contractor means that all Emergency On-Call Work shall be proposed to them first. In the event that the primary contractor is unable to perform the service or is unresponsive (unresponsive is defined as not returning a call, text, or email communication from the City within 30 minutes), the City shall contact any of the secondary contractors to which the City has entered into an agreement with to perform the work.

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

12. RFP Addenda

All requests for clarification for this RFP must be made in writing. The City will only respond to written questions from contractors. The City will not respond to verbal questions submitted by telephone or in person.

All questions relating to the RFP shall be presented at least 96 hours prior to the due date to the following address:

City of San Rafael Department of Public Works
 Attn: Mark Wright
 111 Morpew Street
 San Rafael, CA 94901
 or Email address: mark.wright@cityofsanrafael.org

All addenda will be posted to the City's website and emailed to known RFP holders. By submitting a proposal, the proposer affirms that they are aware of any addenda and have prepared their proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content.

13. Attachments

Attachment A – Bid Proposal

Attachment B – Draft Contract (Emergency Work)

Attachment A – Bid Proposal – Emergency On Call Tree Services

Table B. Bid Proposal for Emergency Work

This Bid Proposal shall be by hourly rate emergency tree services. The Bid is broken into man-hour rates for routine work.

The Bid is based on anticipated cost per service and labor/equipment hours below, which reflects the average number of hours previous contractors have responded to for emergency work. The anticipated hours shown are for bidding purposes only. Actual hours will vary and be on an as-needed basis. NO guarantee can be given for the amount of contract hours.

Due to the specific needs for emergency tree work, the City may seek to enter into an agreement with multiple contractors for *Emergency On-Call Work* to ensure availability and response in the event of an emergency. The lowest bidder for *Emergency On-Call Work* shall be awarded as the “primary” contractor, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the lowest bid for Emergency Work, the City will review **Table B.1**. The “primary” contractor means that all Emergency On-Call Work shall be proposed to them first. In the event that the primary contractor is unable to perform the service or is unresponsive (unresponsive is defined as not returning a call, text, or email communication from the City within 30 minutes), the City shall contact any of the secondary contractors to which the City has entered into an agreement with to perform the work.

Table B.1: Emergency Call Out Work

Position (enter classification)/ Equipment	Estimated Hours		Estimated Travel Time (Hours)*		Hourly Rates <i>Overtime</i>		Subtotal
Supervisor	5	+		@		=	
Climber/Foreman	40	+		@		=	
Trimmer	40	+		@		=	
Grounds Person	50	+		@		=	
14-Ton Crane	2	+		@		=	
					Hourly Rates <i>Regular</i>		
Supervisor	5	+		@		=	
Climber/Foreman	40	+		@		=	
Trimmer	40	+		@		=	
Grounds Person	50	+		@		=	
14-Ton Crane	2	+		@		=	
Grand Total Table B.2							

*Estimated travel time must be calculated from Contractor Business address or yard to San Rafael City Hall: 1400 5th Avenue, San Rafael. Note: to bid on Emergency On-Call work contractor must have a yard within 25 miles from San Rafael City Hall (1400 Fifth Avenue).

Attachment B
City of San Rafael California
Form of Contract
Emergency Tree Services 2018-2019

This Agreement is made and entered into this _____ day of _____ 2018 by and between the City of San Rafael (hereinafter called City) and _____ (hereinafter called Contractor). Witnesseth, that the City and the Contractor, for the considerations hereinafter named, agree as follows:

1. Scope of the Work.

The Contractor hereby agrees to furnish all the materials and all the equipment and labor necessary to perform the work for the project entitled "**Routine and Emergency Tree Services 2018-2019**," all in accordance with the scope of work outlined in the Request for Proposals dated June __, 2018 attached hereto as Exhibit I.

2. Prevailing Wages.

Pursuant to the requirements of California Labor Code Section 1771, and San Rafael Municipal Code Section 11.50.180 (C), the general prevailing wage in the locality in which the work is to be performed, for each craft or type of worker needed to execute the contract, shall be followed.

3. Time of Completion.

- (a) The work to be performed under this Contract shall be performed in compliance with the Request for Proposals for "Emergency On-Call Tree Services" dated July 26, 2018 on file in the City's Department of Public Works, and incorporated herein by reference.
- (b) The term of this contract shall commence on the date of this contract and shall terminate exactly one year later.
- (c) This contract can be extended twice for a period not to exceed two (2) years each time upon authorization by City Council.

4. Liquidated Damages.

It is agreed that, if all the work required by the contract is not finished or completed within the time periods as set forth in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the sum of **\$100 per hour for every one hour interval and \$500 for a non-response**; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

5. The Contract Sum.

The City shall pay to the Contractor for the performance of the Contract the amounts determined for the total number of each of the units for work in the following scheduled completed at the unit price stated in Attachment A to Exhibit 1 "Bid Proposal". The number of units contained in this schedule is approximately only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.

It is expressly understood that the Estimate Bid Price stated above is the Contractor's bid and was utilized as a basis of contractor selection. The total amount paid for the Contractor per fiscal year **shall not exceed \$75,000** based upon the amount of time expended for work at the Rate (Man-Hour) specified in the above bid table. The Rate (Man-Hour) stated in the above bid table shall not change for the work performed, except as adjusted by CPI changes in subsequent fiscal years if this contract is extended as provided in Section 3. Only the anticipated hours of work performed will be modified such that the total budget of \$75,000 shall not be exceeded, except as agreed upon by the parties in subsequent fiscal years if this contract is extended as provided in Section 3.

6. Payments.

- (a) For the full performance of the services described herein by the Contractor, the City shall pay the Contractor on a time and materials basis for services rendered in accordance with the rates specified in the above bid table.
- (b) Payment will be made monthly upon receipt by the Project Manager of itemized invoices submitted by the Contractor.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. Insurance.

- (a). **Scope of Coverage.** During the term of this Agreement, Contractor shall maintain, at no expense to City, the following insurance policies:
 - 1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
 - 2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.
 - 3. If it employs any person, Contractor shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. Contractor's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against City.
- (b) **Other Insurance Requirements.** The insurance coverage required of the Contractor in subparagraph (a) of this section above shall also meet the following requirements:
 - 1. The insurance policies shall be specifically endorsed to include the City, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.
 - 2. The additional insured coverage under Contractor's insurance policies shall be primary with respect to any insurance or coverage maintained by City and shall not call upon City insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in Contractor's policies shall be at least as broad as ISO form CG20 OJ 04 13.
 - 3. The insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
 - 4. By execution of this Agreement, Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
 - 5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
 - 6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
 - 7. The limits of insurance required in this Agreement may be satisfied by a combination

of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or more than the specified minimum insurance coverage requirements and/or limits shall be available to City or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- (c) **Deductibles and SIR's.** Any deductibles or self-insured retentions in Contractor's insurance policies must be declared to and approved by the City, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City or other additional insured party. At City's option, the deductibles or self-insured retentions with respect to City shall be reduced or eliminated to City's satisfaction, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.
 - (d) **Proof of Insurance.** Contractor shall provide to the City all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. City reserves the right to obtain a full certified copy of any insurance policy and endorsements from Contractor. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by City.

8. Indemnification

- (a) Contractor shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by City, and hold harmless City, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of Contractor's performance of its obligations or conduct of its operations under this Agreement. The Contractor's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City indemnitees, the Contractor's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the Contractor's work or work product by the City or any of its directors, officers or employees shall not relieve or reduce the Contractor's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of or operations under this Agreement, Contractor shall provide a defense to the City Indemnitees or at City's option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.
- (b) The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period allowed by law.

9. Nondiscrimination

Contractor shall not discriminate, in any way, against any person based on age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the Performance of its duties and obligations under this Agreement.

10. Compliance with All Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. Contractor shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents and employees from all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

11. No Third-Party Beneficiaries

City and Contractor do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

12. Notices

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To City: Public Works Director
 City of San Rafael
 P.O. Box 151560
 San Rafael, CA 94915

To Contractor: TBD

13. Independent Contractor

For the purposes, and for the duration, of this Agreement, Contractor, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the City. Contractor and City expressly intend and agree that the status of Contractor, its officers, agents and employees be that of an Independent Contractor and not that of an employee of City.

14. Entire Agreement; Amendments

- (a) The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.
- (b) This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the Contractor and the City.
- (c) No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.
- (d) The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the Contractor and the City. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and

conditions of this Agreement shall control.

15. Waivers

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

16. City Business License; Other Taxes

Contractor shall obtain and maintain during the duration of this Agreement, a City business license as required by the San Rafael Municipal Code Contractor shall pay any and all state and federal taxes and any other applicable taxes. City shall not be required to pay for any work performed under this Agreement, until Contractor has provided City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

17. Warranty:

- (a) Except as otherwise expressly provided in the Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the work, or otherwise provided as a part of the work pursuant to the Agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one-year warranty period without expense or charge of any nature whatsoever to City.
- (b) If Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, if any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.
- (c) In addition to the above, the Contractor shall make a written assignment of any applicable manufacturers' and other product warranties to the City, prior to completion and final acceptance of the work by City.

IN WITNESS WHEREOF, City and Contractor have caused their authorized representatives to execute this Agreement the day and year first written above.

CITY OF SAN RAFAEL

CONTRACTOR: TBD

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney