

REQUEST FOR PROPOSAL
FOR
CITY WIDE TREE MAINTENANCE SERVICES

RFP # 4203



CITY OF FULLERTON
Public Works Department
1580 W. Commonwealth Ave.
Fullerton, CA 92833

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KEY RFP DATES:

Issue Date:	<u>Monday, November 7, 2016</u>
Mandatory Pre-proposal Meeting:	<u>Thursday, November 17, 2016 – 10:00 a.m.</u>
Proposal Due Date:	<u>Friday December 2, 2016– 4:00 p.m.</u>
Presentation/Interviews:	<u>Thursday, December 8, 2016</u>
Projected Award Date:	<u>Tuesday, December 20, 2016</u>

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to provide street tree maintenance services to maintain an inventory of the parkway and median trees within the City's urban forest. **Responses to the Request for Proposals (RFP) will be accepted until Friday, December 2, 2016 at 4:00 PM.** If further information is required, contact Dennis Quinlivan at Dennis@ci.fullerton.ca.

All notifications, updates and addenda will be posted on the City's current RFP Bid page at www.santa-ana.org/bids-rfps. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

The successful proposer must possess or obtain a valid California Class C27 Contractor's license and a C-61/D49 Contractor License, and a City of Fullerton Business License prior to the scheduled award date of this contract.

MAILED, DELIVERED BY HAND, or COURIERED sealed proposals will be accepted as follows:

City of Fullerton
Public Works Department
ATTN; Tree Services RFP
1580 W. Commonwealth Ave.
Fullerton, CA 92833

The **receiving time** in the **Public Works Department** will be the governing time for acceptability of proposals. **Late proposals will NOT be considered** and will be returned to proposer unopened. Telegraphic, electronic, and facsimile proposals will **not** be accepted.

It is the responsibility of the proposer to ensure that any proposals submitted shall have sufficient time to be received by the City of Fullerton prior to the proposal due date and time.

ONLY SEALED RFP RESPONSES ARE ACCEPTABLE

DO NOT E-MAIL RFP RESPONSES

DO NOT FAX RFP RESPONSES



**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

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The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" is used in place of The City of Fullerton. The words "Bidder", "Vendor", "Contractor", or "Supplier" are used in place of the person, firm or corporation submitting a proposal on these specifications or any part thereof. The word "bid" is used in place of the word "proposal".

II. INTRODUCTION

The City of Fullerton is issuing this Request for Proposals (RFP) to provide city wide tree maintenance services to maintain an inventory of the street and median trees and trees within the City's urban forest.

III. PERIOD OF CONTRACT

Unless earlier terminated as allowed for in the agreement, contract term shall be for a period of five (5) years. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents. The projected contract award date is December 20, 2016, with contract start date as January 1, 2017, and may be adjusted as necessary.

IV. OPTION OF RENEWAL

The term of this agreement shall have provision for two, two-year renewal option at the discretion of City and City Council approval unless the City notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term, of its intent to terminate the Agreement at the conclusion of the initial term or any extension. . **No price increase will be considered during the contract term or renewal options, except as may be required by U.S. or State of California wage determinations.**

V. FISCAL NON-FUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

VI. PROPOSAL DEPOSIT AND PERFORMANCE BOND

A **proposal deposit** in the amount of **five percent (5%) of the total proposed annual contract amount set forth in Exhibit F** shall accompany each proposal. The proposal deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, letter of credit, trust company treasurer's check, or money order. Checks shall be payable to the City of Fullerton. **NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED.** Proposal deposit of the unsuccessful proposers shall be returned upon award of contract by the City.

The successful proposer shall supply a **performance bond** in the amount of **one-hundred percent (100%) of the successfully awarded total annual contract amount** of the proposal prior to execution of the contract. Upon receipt of the performance bond, the proposal deposit will be returned. The proposal deposit is subject to be forfeited if the successful proposer fails to execute the written contract and furnish the required performance bond, or to satisfy any other conditions present within a reasonable time as determined by the City. The performance bond is

to be renewed annually and submitted by the contractor in the amount of the total annual contract amount.

VII. SCOPE OF WORK/SERVICES

The scope of work may include any and all work efforts related to the City Tree Maintenance Services as set forth in **EXHIBIT A - SCOPE OF SERVICES**.

The contractor shall be an independent contractor capable of providing experienced, knowledgeable and professional staff. The contractor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The contractor shall provide adequate staffing levels at all times and adhere to established schedules.

The contractor shall comply with all federal, state and local laws, rules, regulations, ordinances, and statutes.

VIII. GENERAL INFORMATION

- A. The term of the contract will begin after the contract award by the City Council and approval of required bonds **no later than January 1, 2017**.
- B. When determined appropriate, the City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.
- C. The proposer shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to the City as requested by the City.
- D. All costs incurred in the preparation of the proposal, the submission of additional information, attendance at the mandatory pre-proposal meeting, negotiations with City, and/or any other aspect of a proposal prior to award of a written contract will be borne by the proposer. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in the proposal.
- E. All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City.
- F. The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the prime contractor and the City shall assume no liability of such subcontractors.

IX. COORDINATION

Coordination by the awarded proposer with the City, other contractors, and agencies will be required to achieve satisfactory and timely delivery of the required services. Coordination may include, but not be limited to, coordination with neighborhood and civic groups, local and/or state agency boards, and attendance at City Commission, Agency, and Council meetings.

The City will decide the manner in which the coordination efforts will be conducted. At the City's option, coordination efforts may be performed by the proposer's direct contact, by the proposer acting through the City or by the City only. When coordination efforts require agreements, such agreements shall be coordinated through the City.

X. PROPOSER RESPONSIBILITIES

The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

XI. LICENSE REQUIREMENTS

In accordance with Section 3300 of the California Public Contract Code, the City has determined that the proposer shall possess a license in the classification specified in the Notice Inviting Proposals.

XII. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

XIII. INITIATION/KICK OFF MEETING

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.

XIV. CITY BUSINESS LICENSE

The selected proposer shall be required to obtain a City of Fullerton Business license within thirty (30) days of selection and must provide a copy to the City Project manager or designee prior to commencing any work in Fullerton.

XV. ADDENDA

Any subsequent changes in RFP from the date of preparation to date of submittal will result in an addendum or amendment by the issuing office. Notification of such addendum or amendment shall be effected by posting on City's website, as set forth in the Notice Inviting Proposals.

XVI. RULES FOR PROPOSALS

The signer of the RFP must declare in writing that the only person, persons, company, or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the proposer (Exhibit K).

XVII. MANDATORY PREPROPOSAL MEETING

A **mandatory pre-proposal meeting** is scheduled for **Thursday, November 17, 2016** at the Public Works Department, City Yard, 1580 W. Commonwealth Ave, Fullerton, CA 92833, at 10:00 AM. The meeting will include a detailed discussion of the project, schedule, relevant details of the service etc. and will be followed by a question-and-answer session. All questions must be submitted in written form via email. After the pre-proposal meeting, City will respond by e-mail to written questions or requests for clarifications. Said e-mail will be sent to all pre-proposal attendees. It is highly recommended that proposer operation/field supervisors attend this meeting.

It is the bidder's full responsibility to view and inspect the areas to be maintained in accordance with this specification.

XVIII. E-MAIL COMMUNICATIONS AND INTERPRETATIONS/CLARIFICATIONS

To facilitate the RFP process, proposers are required to monitor the City's Bid and RFP page at http://www.ci.fullerton.ca.us/biz/bids_n_rfps.asp No oral interpretations will be made by the City to any proposer as to the meaning of requirements identified herein, including the Scope of Services and Terms and Conditions. Every request for such an interpretation must be made in writing via e-mail to the project manager (Dennis@ci.fullerton.ca.us) **no later than Monday, November 28, 2017 at 5:00 PM**. Significant interpretations or clarifications will be made by an addendum to this RFP, which will be posted to the website and sent to each attendee of the pre-proposal meeting. Addenda may become part of the agreement documents.

XIX. SUBMITTAL INFORMATION AND DEADLINE

Proposals are due to the City of Fullerton, at the date, time, and location set forth on the Notice Inviting Proposals. Faxed and e-mail proposals will not be accepted.

XX. SUBMITTAL REQUIREMENTS

The RFP is intended to assess and evaluate each firm's capabilities as they apply to the proposed project.

Submittal of Proposal

- A. Four (4) copies of the response to the RFP shall be signed by a company official with the power to bind the company.
- B. One (1) copy of the submittal on a compact disc, USB flash drive or equivalent.
- C. Structure your proposal to include the Scope of Services response, general time implementation schedule, fees/contract price, and exhibits.

Each firm must address each of the following items in its response to the RFP:

- A. Statement of Qualifications - In order to maintain uniformity, the Statement of Qualifications must be limited to a **MAXIMUM of 20 PAGES** (excluding front and back covers, section dividers and exhibits). The page limitation includes all appendices, attachments, and supplemental information.

The following information is required:

- 1. Cover Letter – A letter signed by a principal or authorized representative who can make legally binding commitments for the entity.

2. Firm and Personnel Experience: A profile of the firm's experience, including the names and experience of personnel and subcontractors who will be providing services. At a minimum, this will include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.

The firm shall identify at least two (2) ISA Certified Arborists who have at least five (5) years' experience in the field of urban forest management that will be responsible for providing project management throughout the life of the contracts as well as a full-time English speaking Project Supervisor who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the firm.

3. List of staff qualification including but not limited to:
- a. Certified Arborists employed by the firm.
 - b. Certified Tree Workers employed by the firm.
 - c. Certified Utility Arborists employed by the firm.
 - d. Utility Line Clearance Specialist employed by the firm.
 - e. Certified Wildlife Protectors employed by the firm.
 - f. California State Licensed Pest Control Advisor employed by the firm.
 - g. California State Licensed Pest Control Applicator employed by the firm.
 - h. Consulting Arborist employed by the firm to consult on tree health issues.
 - i. Technicians providing technical support for inventory software.
4. Documentation of the technical ability and experience similar in scope to the project.
- a. A description of previous experience, including urban forestry management Project of similar nature and scope.
 - b. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
 - c. A statement describing the firm's ability to provide tree inventory data for the City's Geographic Information System (GIS). Data shall be compatible with the City's ESRI GIS program.
 - d. A written description of work activities that includes but not limited to the following activities:
 - i. Grid pruning
 - ii. Service request response
 - iii. Planting
 - iv. Removals
 - v. Emergency response protocol
 - e. A written description of the firm's plan to report green waste generated and the method for its disposal.
 - f. A complete list of machinery and equipment, including year, that will be dedicated for use on this contract and all available equipment in reserve to allow for breakdowns. All equipment to be used to fulfill this contract must meet state and federal safety requirements, and have appropriate, up-to-date safety certifications as required.

- g. A written statement describing the firm's ability to acquire and purchase trees for the City's planting program. Include a description of the facility where the trees are to be stored.
5. Implementation Plan: Proposer shall submit a general description of the deliverables and timelines to complete the project and include firm start date after award and approval on Tuesday, December 20, 2017.
 6. Statement of and disbarment as a contractor?
 7. Proposed Quality and Cost Control Plan to enhance the service and responsiveness to the City. The Plan It should include the following:
 - a. The methodology in which the firm will handle complaints from the public and damage to public and private property.
 - b. Effective means to correct problems.
 - c. The means the firm will use for completing the project.
 8. Financial Responsibility (Capacity): Proposer shall submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) -day period. If said financial statement does not reflect full ninety (90) -day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.
 9. Proposal Deposit (Bid Bond): Five percent (5%) of the total proposed annual contract amount of the proposal item pricing in Exhibit F. The proposal deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, letter of credit, trust company treasurer's check, or money order. Checks shall be payable to the City of Fullerton. NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED. Proposal deposit of the unsuccessful proposers shall be returned upon award of contract by the City.
- B. EXHIBIT F – PROPOSER'S CERTIFICATION AND PROPOSAL ITEM PRICING
 - C. EXHIBIT G – RELEVANT WORK HISTORY
 - D. EXHIBIT H – PROPOSER'S STATEMENT
 - E. EXHIBIT I –CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR
 - F. EXHIBIT J – RESPONSIBLE PROPOSER – SUPPLEMENTAL QUESTIONNAIRE
 - G. EXHIBIT K – NON-COLLUSION AFFIDAVIT
 - H. EXHIBIT L– SAMPLE ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY POLICY
 - I. The **proposal must be completely responsive to the RFP**. Failure to follow the format as listed in items A through H above will be grounds for rejecting a proposal.
 - J. Exceptions: Any exceptions to the requirements of this RFP must be included in the proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations." For each exception requested, the proposer will explain the reason for the exception and the proposed remedy. The Public Works Director, in his sole and absolute discretion, may authorize or deny any exceptions.

K. The City reserves the right to waive minor inconsistencies in submitted Proposals.

XX. CONTRACTOR SELECTION – PROPOSAL AND EVALUATION

The proposals will be reviewed by a committee of City staff members. The committee will evaluate proposers based on the response to the RFP, the evaluation criteria set forth above, and vendor interviews. The committee will calculate a final score for each submitted proposal and to rank the proposers by score.

The criteria for evaluating the proposals submitted will take the following items into consideration:

- A. Qualifications of Business and Key Personnel.....25%
Including ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity and magnitude for other public agencies of similar size, references.
- B. Approach to Providing the Requested Scope of Services.....25%
Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
- C. Price Proposal.....30%
Price Proposals will be evaluated on the basis of the Grand Total Pruning Section submitted in Exhibit F.

Proposer certifies the pricing shown in Exhibit F is its last, best and final offer. The City will not enter into price negotiations. Only issues such as scheduling and/or "value-added" services may be negotiable at the City's discretion.

- D. Information Management.....15%
 - 1. Inventory software provided to the City
 - 2. Technical support for software and data management
 - 3. Quantity and types of inventory equipment
 - 4. The ability to provide accurate inventory updates, for all trees serviced, compatible with the City's tree inventory database
 - 5. Geographic Information System (GIS) capabilities
- E. Innovative and/or Creative Approaches.....5%
to providing the services that provide additional efficiencies or increased performance capabilities
- F. Oral Interviews

In addition to the written proposal, the top tier proposers may be asked to make an oral presentation to the committee.

The Contractor should have available a principal in the company and the contractor's proposed project manager to discuss the following:

- 1. The major elements of the proposal and be prepared to answer questions clarifying the proposal details.
- 2. A description of similar experience the Contractor has in providing the requested services. Exhibits may also be used.

3. The proposed staffing, supervision coverage, level of training, and fleet and facility resources identified to provide the requested services.
4. Any other areas the City finds necessary to address.
5. Proposers will limit their presentation team to no more than three representatives, one of whom must be the person proposed to be the contract's project manager.
6. The City will notify proposers selected for interviews of the date, time and place, and may include additional details as necessary.

XXI. REVIEW EVALUATION RESULTS AND AWARD

Proposals will become public record after award of contract. . Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act. Proposers must mark all material as proprietary in its submission.

XXII. PROTEST PROCESS

Any protest must be submitted in writing to the Director of Public Works, City of Fullerton, 1580 W. Commonwealth Ave., Fullerton, CA 92833 before 4:00 p.m. of the fifth business day following City's notification of intent to award contract. Protester is responsible for ensuring timely delivery of protest. Hand delivered protests must be delivered to the receptionist at the Public Works Receptionist Counter.

The protest shall include a complete statement of the basis for the protest, and shall specify the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The person filing the protest shall concurrently transmit a copy of the protest document, and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties include all other proposers who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest.

If a timely protest is received, the Director of Public Works, or designee, shall set a hearing within five (5) business days, or as soon thereafter as a hearing may be set. All interested parties may appear and offer testimony at the protest hearing. Formal rules of evidence shall not apply at this hearing, nor shall testimony under oath be required. The burden of proof shall be on the protesting party to demonstrate that staff's determination of the proposed "best quality service at minimum cost" is arbitrary and capricious or unsupported by substantial evidence in the record.

The Public Works Director will issue a written decision to the City Council on the protest, which shall also be promptly provided to all interested parties.

The procedure and time limits set forth in this paragraph are mandatory and are the proposers' sole and exclusive remedy in the event of a protest. Failure to comply with the procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

EXHIBIT A

CITY OF FULLERTON REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES

SCOPE OF SERVICES

Contractors must provide costs for each of the service categories described in the specifications outlined in EXHIBIT F. Contractors must also list all deviations from the specifications, if any. The routine maintenance locations will serve as the basis for the RFP. At the discretion of the City's Project Manager or designee, one or more optional add-on locations and specialized services may or may not be included in the agreement with contractor. In addition, the City at the discretion of its Project Manager or designee, reserves the right to decrease the scope of work during the duration of the agreement.

I. FUNCTIONS AND RESPONSIBILITIES

A. CITY PROJECT MANAGER

The City's Project Manager or designee shall have the authority to accept/reject materials and workmanship and to make minor changes in the work or schedules. When the performance of the work or completion per schedule is determined to be sub-standard, he/she may (1) recommend that all or a portion of a regular monthly payment be withheld, and/or forfeiture for delay to be assessed; or (2) direct the work be accomplished by either City forces or separate contractor, to complete the necessary work as close to the schedule as possible, and withhold the resulting costs. Payment to be withheld shall be deducted from the next monthly payment due the Contractor, or if the amount is insufficient to cover payment, the Contractor shall be liable and will be billed accordingly.

The City's Project Manager or designee shall decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.

B. CONTRACTOR

(1) Contractor's Office

Contractor is required to maintain an office/yard within a sixty (60) minute response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cell phone. Contractor shall have a maximum response time of sixty (60) minutes to all emergencies. There will be no on-site storage of equipment or materials without written permission from the City's Project Manager.

(2) Submittals

The Contractor shall submit to the City's Project Manager or designee at the beginning of work, 1) a detailed job schedule, 2) time sheet, 3) names and titles of all persons working on the project, and 4) materials and/or chemicals to be used on the project for approval. All submittals shall be periodically updated as necessary. The City's Project Manager or designee shall be immediately notified of any deviation from schedule or material usage. Contractor shall provide sufficient personnel to accomplish the work within the allotted time frames as indicated in this specification.

(3) Uniforms/Identification

The Contractor shall provide to all field personnel a standard uniform with company identification. All vehicles and equipment on the project site shall also be properly marked with company identification.

(4) Licenses and Permits

In addition to any and all relevant City, State and Federal permits and licenses required for the performance of the work required by this contract, prior to award of contract and without additional expense to the City, the Contractor shall hold a valid and current California C-27 and a C-61/D49 Contractor License, and a City of Fullerton Business License, and submit a copy thereof. Both State licenses must be in good standing for the previous seven (7) years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

(5) Equipment

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name, local telephone number and "Contract Services provided by City of Fullerton" in print, no less than eight (8) inches tall.
2. The Contractor shall maintain its vehicles and equipment in a safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, supplies and equipment necessary to perform services.

(6) Compliance with Applicable Laws and Regulations

1. Contractor shall perform all requirements under and in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

(7) Global Positioning System (GPS)

The Contractor shall provide all vehicles working in the City with a GPS unit that enables monitoring the location of the contract vehicles at all times via computer. This system will also monitor the day-to-day operation of the vehicles, location of vehicle and the direction and speed of travel. The City and Contractor shall be able to view this information via computer at all times. GPS reports shall be made available at the request of the City.

(8) Billing

Billing shall be monthly in arrears for actual services provided. The bills will itemize costs by the type of work and number of trees (as applicable). All non-scheduled or special work requested by the City's Project Manager will be shown on a separate line item so City staff can discriminate between routine and unscheduled work. Each invoice will include the City's purchase order number.

The City reserves the right to audit all contractor records (including payroll) related to its billings. Such audits may take place without prior notice during the contractor's regular business hours at the contractor's office where the records are maintained.

II. SCOPE OF WORK

DUTIES AND RESPONSIBILITIES

A. INTENT

- (1) The intent of these specifications is to provide full and complete contract tree maintenance services for parks, parkways and median trees throughout the City herein described, and that such trees be kept in a healthy, weed-free, vigorous, and well-kept state at all times.

B. DESCRIPTION OF PROJECT

- (1) Furnish all labor, equipment, materials, and supervision to perform tree maintenance as described herein including, but not limited to, the following:
 1. tree trimming;
 2. tree removal;
 3. tree planting;
 4. root barrier and installation;
 5. root pruning;
 6. pesticide application;
 7. disposal, clean up, and recycling of green waste;
 8. emergency services;
 9. electronic management of all work records, tree inventory and software updating

C. MINIMUM REQUIREMENTS

- (1) Proposer must have been in the business of providing full service tree maintenance programs to governmental agencies and/or municipalities that includes, but is not limited to the pruning, removal and replacement of trees for at least five (5) years. In addition, Proposer must provide five (5) references with contact information for the main agency manager.

- (2) Proposer must show, through documentation by records of past performance and references, a corporate capability that includes the ability to perform the following work, both consistently and concurrent with other required services:
1. Annually trim as many as fifteen thousand (15,000) trees typically ranging in size from three (3) inches to more than forty five (45) inches in diameter and with heights up to ninety (90) feet.
 2. As part of the fifteen thousand mentioned in Item (1.) above, *annually* trim as many as one thousand four hundred and thirty three (1,433) palms of various species and heights.
 3. As part of the fifteen thousand mentioned in Item (1.) above, *annually* trim as many as one thousand seven hundred and seventy four (1,774) trees in the downtown area.
 4. The Proposer must be prepared to physically display an inventory of equipment for inspection by the City that includes certified aerial boom truck equipment with boom height capacity in excess of ninety (90) feet. The City will not allow workers gaffing into palms as a substitution for equipment that does not meet equipment height requirements. The Proposer must be prepared to trim trees based on seasonal appropriateness and the logistical needs of the City.
 5. Annually remove and grind the stumps of as many as five hundred (500) to one thousand (1,000) trees ranging in size from three (3) inches to forty five (45) inches in diameter, with work occurring during regular business hours. The Proposer must show documentable experience in the safe removal of mature trees using methods of rigging, including the use of cranes. Residual tree stumps left in place due to emergency tree removal shall be ground within one month or less of original tree removal date.
 6. Annually, supply and plant as many as five hundred (500) trees ranging in size from a fifteen (15) gallon, to twenty-four (24) inch box to thirty-six (36) inch box-size nursery stock. The Proposer shall exhibit, by portfolio and references, experience with planting project of the scope and quantity described herein.
 5. Annually water and maintain as many as five hundred (500) young trees with a regularly scheduled work plan.
- (3) The Proposer shall exhibit, by portfolio and references, the capacity to respond to emergency tree incidents, ranging from limb failures on single trees to storm related damages affecting many trees, in a manner that meets the needs of the City.

D. WORKING HOURS

- (2) Normal working hours shall be within a ten-hour day between the hours of 7:00 AM and 5:00 PM, Monday through Friday. No Saturday or Sunday work is to be scheduled without prior written permission from the City, unless it is an emergency situation. No motorized equipment shall be operated before 7:00 AM or after 5:00 PM.

1. Normal business hours are according to the Municipal Code, 15.90.050. Activities with special provisions.
2. (l) Noise sources associated with the maintenance of real property, provided said activities take place between 7:00 a.m. and 8:00 p.m. on any day except Sunday or a federal holiday, or between the hours of 9:00 a.m. and 8:00 p.m. on Sunday or a federal holiday.

E. LEVEL OF MAINTENANCE

- (1) All work shall be performed in accordance with the **HIGHEST INDUSTRY STANDARDS**, as stated in the enclosed maintenance specification description. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.
- (2) If, in the judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week, or month. Payment will be retained for work not performed until such time as the work is performed to City standard. Deductions will be made based on the unit costs shown in Exhibit F.
- (3) The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

F. QUALITY OF WORK AND MATERIALS

- (1) All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to the approval of the Project Manager or designee. All materials used shall be approved in advance by the Project Manager or designee.

G. WORKMANSHIP AND SUPERVISION

- (1) The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the specifications expressed within the Scope of Work. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). Any order given to supervisory personnel shall be delivered to the Contractor. The supervisor assigned must be identified by name to ensure coordination and continuity.
- (2) At a minimum, Contractor shall provide, in addition to one (1) full time supervisor, and up to three (3) pruning crews.

Each Pruning Crew shall consist of, at minimum:

Three (3) employees – 1 foreman and 2 tree trimmers
One (1) boom truck
One (1) chipper truck
One (1) chipper and pruning equipment including, but not limited to, chain saws, pole pruners, and pole saws.

Foremen shall be proficient in English and be a qualified line clearance worker or certified arborist.

Each Large Crews shall consist of at minimum:

One (1) foreman
Two (2) tree trimmers
Six (6) ground workers
Three (3) boom trucks
One (1) loader with a grappler attachment
Two (2) roll off forty (40) yard containers.

In addition the contractor must be able to provide removal and planting crews on a monthly basis or as needed.

Foreman and tree trimmers shall be qualified line clearance workers or certified arborists.

SUPERVISION OF CONTRACT

- (1) All work shall meet with the approval of the City's Project Manager or designee. There shall be, at a minimum, a monthly meeting with the Contractor and the City's representative to determine progress and to establish areas needing attention. A daily maintenance schedule will be submitted in writing to the City every morning. The supervisor of this contract shall be available to meet with the City's representative daily during working hours, as necessary.
- (2) Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

I. SPECIFICATIONS

- (1) All work shall conform to the pruning standards as noted in the American National Standard Institute, ANSI A300 (Part 1) – 2008 Pruning Standard and the companion publication Best Management Practices, Tree Pruning (Revised 2008). In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.
- (2) Contractor shall comply with Standards of the Division of Occupational Safety and Health (CAL OSHA) and the American National Standard Institute (ANSI), Z133.1-1988, Safety Requirements.
- (3) These specifications are intended to cover all labor, material and standards of architectural, landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but

which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

J. CORRESPONDENCE

All correspondence shall be addressed to:

Dennis Quinlivan, Deputy Director of Public Works
Public Works Department – Maintenance Division
1580 W. Commonwealth Ave.
Fullerton, CA 92833
dennis@ci.fullerton.ca.us

L. PROVISIONS FOR EXTRAS

- (1) No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved in writing by the City's Project Manager before the work is commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs which were made without prior City approval. Documentation of contract compliance may be required on some occasions.
- (2) Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.
- (3) The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's Project Manager or designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. Any price adjustments shall be made by mutual consent of the parties in that case.

L. STREET CLOSURES, DETOURS, BARRICADES

- (1) Warning signs, lights, and devices shall be installed and displayed in conformity with "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California, Department of Transportation and as directed by City staff.
- (2) If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.
- (3) A traffic control plan will be submitted to the City's Project Manager or designee ten (10) days prior to starting this contract.

M. DISPOSAL

- (1) All debris generated by the Contractor in the performance of work shall become the property of the Contractor from and after the time of site clean-up. The Contractor shall dispose of all generated debris at no additional cost to City and shall dispose of debris as is consistent with the requirements of AB 939.
 1. Provide disposal reports.
 2. As requested, City may request Contractor to dump tree mulch at City owned sites at no extra cost to City.
 3. All green waste produced as a result of the Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.
 4. Wood chips:
 - a. Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each demand for payment.
 - b. At the direction of the Maintenance Services Manager, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips may be dumped in specific locations in the City.

Reducing will include, but not be limited to using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner including indicating location and amount of material to be used at that location.

N. RECORDS

- (1) Contractor shall provide and operate, at no cost to the City, a computerized tree inventory system that is capable of uploading historic data and that is compatible with the current tree inventory provided by current contractor (Arbor Access) inventory system (web-based SQL Server 2008).
 1. This system shall be password accessible twenty four (24) hours each day of the year via the internet.
 2. Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of an awarded contract.
 3. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at

which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory.

4. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known.
5. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City.

- (2) The Contractor shall keep accurate records concerning all of its employees or agents. The Contractor shall provide this information in an organizational chart as staffing changes occur.
- (3) Contractor will provide on a monthly basis to the Project Manager or designee a report of any changes noted or performed by the Contractor to the City's existing tree inventory.

O. EMERGENCY SERVICES

The Contractor will provide the City a 24- hour emergency phone number and name of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occurs. These Contractor representatives shall respond to said emergency within thirty (30) minutes of receiving notification and mobilize field staff to respond to the emergency within two (2) hours.

P. LICENSE

In addition to any and all relevant City, State and Federal permits and licenses required in the execution of the contract, the Contractor shall hold a valid and current California C-27 and a C-61/D49 Contractor License and submit a copy thereof. Both licenses must be in good standing for the previous seven (7) years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs. The name and permit number will be supplied to the City at the beginning of contract, and any changes forwarded within twenty-four (24) hours of said change.

Q. CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a sixty (60) minute response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by cell phone or pager. Contractor shall have a maximum response time of sixty (60) minutes to all emergencies. Contractor will have full responsibility for maintaining an office and a yard. There will be no on-site storage of equipment or materials, according to City ordinance:

Sec. 36-145. - Same—Commercial vehicles.

No person shall park and/or leave standing on any street, or portion thereof, in

any residential district located within the city any commercial vehicle with a manufacturer's gross vehicle weight rating of ten thousand (10,000) pounds or more for a period of time longer than two (2) hours. Such restriction shall not apply to any commercial vehicle which is making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the residential street, or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon the residential street for which a building permit has previously been obtained.

R. SCHEDULES

The City operates on a three (3) year prune cycle, trimming approximately 40,000 to 45,000 trees. This results in the need to prune approximately 14,000 trees including 1,433 palms by grid prune per year.

(1) Annual Schedule

Upon contract award, the successful Proposer shall be required to submit a work schedule based on the City's annual pruning requirements, removal and placement program, and planting Project. The proposal shall include a recommended annual work program, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

- a. The Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
- b. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

(2) Monthly Schedule

1. Contractor shall meet with the City once a month to discuss work performance, special instructions, any problems encountered and upcoming schedules.
2. The contractor shall send changes to the schedule to the City's Project Manager or designee at least twenty-four (24) hours before the scheduled time for the work.
3. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week or month.

(3) Daily Schedule

The Contractor shall meet with the City's representative daily for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Changes to daily schedules can be made verbally or by email to the City's Project Manager or designee.

(4) Performance on Schedule

The Contractor will be provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity and procedure for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed on the day scheduled, as shown on the weekly schedule.

S. PERFORMANCE DURING INCLEMENT WEATHER

- (1) During periods when inclement weather hinders normal operations, the Contractor shall adjust its work force to accomplish those activities that are not affected by weather.
- (2) The Contractor shall immediately notify the City's Project Manager or designee prior to removing the work force from the job site for agreement on degree of inclement weather or other reasons. If the Project Manager or designee cannot be reached, the Contractor shall notify Maintenance Services Supervisor.

T. PUBLIC NOTICING

The Contractor shall supply and post standard signage on the trunk of the tree at the site work at which work is to be performed, **at least (72) hours in advance** of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree such as twine. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone or a three foot stake and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

U. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a twenty-five (25) percent chlorine bleach solution or one hundred (100) percent Lysol, after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor.

V. WILDLIFE PROTECTION

- (1) The Contractor shall have a wildlife protection program that outlines employee protocol when discovering wildlife in trees scheduled for pruning. A copy of the program material shall be made available to the Project Manager or designee.
- (2) Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the verbal or written permission of the City Arborist or designated representative. At no time shall any nest or wildlife be removed from its location.
- (3) In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify the City's Animal Control service and/or the nearest appropriate animal rescue facility, as identified in the Contractor's submittal

required herein regarding "Protection of Wildlife", shall be contacted for assistance.

W. UNDERGROUND EXCAVATIONS

The Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor shall contact the City's Project Manager or designee and Underground Service Alert (1-800-227-2600) 48 hours before commencing any excavation, to locate underground service lines. Contractor shall be responsible for removal of underground markings on completion of scheduled removal and stump grind.

III. TECHNICAL MAINTENANCE SPECIFICATIONS

A. TREE INVENTORY

(1) Upon contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within six (6) months of the contract award. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields:

(2) Tree Location

1. A Global Positioning System (GPS) tree inventory shall be created with a new database using the City's standardized addressing system for all City owned or maintained easement. The Contractor shall be required to create an ESRI ArcGIS compatible "shapefile".
2. The 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.).
3. The 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. The minimum accuracy shall be not more than one (1) sub-meter.
4. The systems should be able to export a shapefile that includes all tree attributes. Latitude/Longitude, Species, Height, DBH, Age or Date Planted (if available), ID number (for linkage to maintenance records), etc.

(3) Tree condition

1. General condition of individual trees
2. Condition of surrounding hardscape (i.e. displaced or recent repairs or any lift over three quarters (3/4"))

IV. GENERAL MAINTENANCE REQUIREMENTS

All maintenance functions shall be performed in accordance with the following specifications. The City shall have the right to determine schedule days and the extent and frequency of additional

“as needed” services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the listed trees.

All operations will be conducted so as to provide maximum safety for the public and minimize disruption of the public use of City streets.

Hazardous evaluation of trees or palms at time of trimming and reported through work order system: While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments (lifted over three quarters (3/4”), all hazardous situations should be corrected or promptly reported to the City. Any structural defect or weakened tree shall be reported to the City’s designated representative. This information will be updated, at a minimum, on a weekly basis.

Remove leaves, weeds, trash, and other debris from landscaped areas and disposed of off-site.

Clean sidewalks, roadways, and any other areas littered or soiled by Contractor maintenance operations.

Maintain the premises free of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his/her construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Existing City trash containers shall not be used for the disposal of debris collected by the Contractor.

Prune trees adjacent to roadway intersections to provide adequate sight distance for vehicles entering the intersection.

Prune trees materials so that all traffic control signs are clearly visible to approaching drivers.

Notify the City immediately of any unusual and hazardous conditions at the work site.

A. HARDWOOD TREE PRUNING

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

(1) General Specifications for hardwood tree pruning

1. Contractor shall consult with the City Arborist before making any cuts that could result in permanent disfigurement of the structure of any tree.
2. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of seventeen feet (17’) above the paved surface of the street and fourteen (14’) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City Arborist.
3. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk

tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

4. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
5. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
6. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
7. All dead and dying branches and branch stubs shall be removed.
8. All broken or loose branches shall be removed.
9. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed or reduced to half the diameter of the parent branch.
10. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
11. Selectively reduce and/or remove branches that create sight line conflicts with traffic control signs and/or devices.
12. Selectively reduce and/or remove branches that are within five (5) feet of a structure.
13. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
14. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise.
15. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
16. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.

17. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the City.
18. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
19. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
20. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
21. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
22. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.
23. Conifers shall typically be pruned in late winter or early spring.
24. Contractor shall avoid damaging the central leader on all conifers.
25. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.

(2) Prune Classifications for Hardwood Trees

1. A **Light Prune** is performed when conditions within the crown of a hardwood tree are such that only target pruning is needed. Trees that are identified for a Light Prune shall have no more than 15% of the live foliage removed. A Light Prune typically consists of one or more of the following pruning treatments found in sections b, and f below:
2. A **Grid Prune** is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Grid Prune shall have no more than 25% of the live foliage removed. A Grid Prune typically consists of one or more of the following pruning treatments found in sections a., b, c., d., e. and f below:
3. A **Large Scale Prune** is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Large Scale Prune shall have more than 25% of the live

foliage removed, have a diameter breast height above 29", and/or a 50' spread. All Large scale pruning shall be pre-authorized by the City Arborist or designee. A Large Scale Prune typically consists of one or more of the following pruning treatments found in sections a., b, c., d., e. and f below:

4. A **Service Request Prune** shall require Contractor to provide tree maintenance services on designated tree(s) as ordered by the City Arborist or designee. Duration of tree maintenance services could be less than one full work day, requiring Contractor to mobilize to another work area. Most assignments will require several job site set ups to perform the work dependent on field conditions. A Service Request Prune typically consists of one or more of the following pruning treatments found in sections a., b, c., d., e. and f below:
 - a. Structural Prune: *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. Structural pruning is used on young and medium-aged trees to help engineer a sustainable trunk and branch arrangement. If young trees are pruned to promote good structure, they likely will remain serviceable in the landscape for more years than trees that have not been structurally pruned. This pruning type can be summed up in the phrase: subordinate or remove codominant stems. Small-maturing trees and shrubs are structurally pruned to properly space codominant stems, reduce or remove rubbing limbs, and provide desirable crown configuration. All branches are to be kept less than half the trunk diameter. Spacing scaffold limbs allows for the trunk and leader to develop properly, gives the canopy a more balanced form, and reduces wind resistance. Suppress growth on branches with included bark to minimize the chance of breakage.
 - b. Crown Cleaning: *Crown Cleaning* or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Cleaning is the selective removal of dead, diseased, detached, and broken branches. This type of pruning is done to reduce the risk of branches falling from the tree and to reduce the movement of decay, insects, and diseases from dead or dying branches into the rest of the tree. It can be performed on trees of any age but is most common on medium-aged and mature trees. Cleaning is the preferred pruning type for mature trees because it does not remove live branches unnecessarily. Cleaning removes branches with cracks that may fail when the interior wood dries.
 - c. Crown Thinning: *Crown Thinning* includes the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure,

especially during high winds. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to 25% of the live foliage may be removed unless directed otherwise by the City Arborist.

- d. Crown Reduction: *Crown Reduction* is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree. Portions of the crown, such as individual limbs, can be reduced to balance the canopy, provide clearance, or reduce likelihood of breakage on limbs with defects. 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 in avoiding the onset of decay at cut sites.
- e. Crown Restoration: *Crown Restoration* is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. Restoration is the selective removal of branches, sprouts, and stubs from trees that have been topped, severely headed, vandalized, lion tailed, broken in a storm, or otherwise damaged. The goal of restoration is to improve a tree structure, form, or appearance. Properly done, this technique provides a more pleasing, unpruned natural look to the tree compared to topping or shearing.
- f. Crown Raising: *Crown Raising* consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

B. PALM TREE PRUNING

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, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- (1) The specifications for the pruning of Queen Palm trees are as follows:
 - 1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 - 2. Queen Palm (*Syagrus romanzoffianum*): Palm pruning is the removal of fronds, flowers, fruit, stems, or loose petioles that may create a hazardous condition.

Palms also may be pruned for aesthetic reasons to eliminate sprouts and stems or dead fronds and seedpods. Live, healthy fronds should not be removed. If they must be removed, however, avoid removing those that initiate at an angle of 45 degrees or greater above horizontal. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. Climbing spikes should not be used to climb palms for pruning.

3. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bees, rodents, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City Arborist immediately.
4. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

(2) The specifications for the pruning of Canary Island Date Palm trees are as follows:

1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
2. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or “stop sign” sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a “pineapple” appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. The Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.
3. Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
4. Fronds shall be trimmed using a handsaw, pole saw, or chainsaw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in a twenty-five (25) percent chlorine bleach solution or one hundred (100) percent Lysol, before and after the tool is used to cut the fronds of any other palm tree.
5. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning.

6. The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.
- (3) The specifications for the pruning of Date Palm trees are as follows:
 1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive “base” below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. The Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.
 - (4) The specifications for the pruning of King Palm trees are as follows:
 1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
 - (5) The specifications for the pruning of Mexican Fan Palm trees are as follows:
 1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
 - (6) The specifications for the pruning of California Fan Palm trees are as follows:
 1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.
 - (7) The specifications for the pruning of Windmill Palm trees are as follows:

1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Windmill Palm (*Trachycarpus fortunei*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (8) The specifications for the pruning of Pindo Palm trees are as follows:
1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Pindo Palm (*Butia capitata*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (9) The specifications for the pruning of Mediterranean Palm trees are as follows:
1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Mediterranean Palm (*Chamaerops humilis*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (10) The specifications for the pruning of Guadalupe Palm trees are as follows:
1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Guadalupe Palm (*Brahea edulis*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (11) The specifications for the pruning of Palmetto Palm trees are as follows:
1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Cabbage Palm (*Sabal palmetto*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.

C. TREE REMOVAL

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

- (1) The Contractor shall comply with all general specifications standards described herein.
- (2) The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- (3) All diameter measurements for tree and stump removals shall be at diameter at trunk flare.
- (4) All diameter measurements for tree only removals shall be at diameter at breast height.
- (5) As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- (6) The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
- (7) 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.
- (8) 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. Loss of control incidents shall be penalized.
- (9) While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- (10) Stumps, including the root flare shall be ground to a depth of no less than twenty four (24) inches. Surface roots shall be traced and ground to a depth of no less than twelve (12) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with native soil. Chips and stump grindings shall not be used as a backfill material.
- (11) The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

D. TREE PLANTING & YOUNG TREE CARE

- (1) Tree Planting

1. Tree planting consists of the installation of nursery stock container or palm trees supplied by either the Contractor or the City.
2. The Contractor shall comply with all general specifications standards described herein.
3. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
4. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
5. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
6. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
7. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City Arborist for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
8. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
9. The Contractor shall install the tree or palm so that the top of root ball is at grade with top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
10. The Contractor shall backfill hardwood tree plantings with excavated native soil.
11. The Contractor shall backfill transplanted palm plantings with one hundred (100) percent washed mortar (plaster) sand.

12. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
13. The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the upper branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per manufacturer's specifications.

(2) New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage.

1. The Contractor shall comply with all general specifications standards described herein.
2. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.
3. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
4. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
5. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
6. The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

E. ROOT PRUNING SPECIFICATIONS

- (1) In an effort to minimize future damage to public sidewalks and curbs and gutters, the City is initiating a root pruning and root barrier installation program. The Contractor will be provided a listing of trees to be root pruned. The list shall include the location of the tree, tree species, lineal feet to be root pruned and area to be pruned such as sidewalk or curb and gutter.
- (2) Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be up to four (4) inches wide/twelve (12) inches deep, and a minimum of twelve (12) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the curb or other improvements.
- (3) Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking the sidewalk.
- (4) After the pruning cut has been completed, the Contractor shall install the appropriate amount of root pruning barrier by Deep Root Corporation, or an approved equal. All cuts shall be backfilled immediately upon completion of root pruning and barrier installation at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.
- (5) The Contractor shall repair or replace all utility service connections or sprinkler systems within the right- of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.
- (6) The Contractor shall submit a lineal foot cost for the root pruning and root barrier installation. The cost of providing all labor, tools, equipment and materials necessary for performing the specified work will be included in the Proposal price and no additional compensation will be allowed.

F. CONSULTANT ARBORIST

The contractor will provide the service of a consultant arborist. When requested , the consultant arborist will be performing tree health assessment which should include 360 degree, ground-based visual inspections of the tree crown, trunk, trunk flare, above ground roots and branch and stem defects, drilling evaluation of target risk increment, boring, probing, , sounding, sub-surface root and soil assessment and site conditions around the tree in relation to targets.

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EXHIBIT B

CITY OF FULLERTON REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES TREE SPECIES POPULATION

City of Fullerton Species Frequency Report

<u>Botanical Name</u>	<u>Common Name</u>	<u>Count</u>	<u>Percent</u>
Vacant site	VACANT SITE	5,367	13.472%
Magnolia grandiflora	SOUTHERN MAGNOLIA	4,554	11.431%
Ulmus parvifolia	CHINESE ELM	3,969	9.963%
Lagerstroemia Indica	GRAPE MYRTLE	2,439	6.122%
Jacaranda mimosifolia	JACARANDA	1,837	4.611%
Schinus terebinthifolius	BRAZILIAN PEPPER	1,518	3.805%
Pinus canariensis	CANARY ISLAND PINE	1,377	3.456%
Cinnamomum camphora	CAMPHOR TREE	1,244	3.123%
Quercus ilex	HOLLY OAK	1,163	2.919%
Cupaniopsis anacardioides	CARROTWOOD	1,077	2.703%
Liquidambar styraciflua	AMERICAN SWEETGUM	988	2.483%
Syagrus romanzoffianum	QUEEN PALM	866	2.174%
Podocarpus gracilior	FERN PINE	708	1.772%
Lophostemon confertus	BRISBANE BOX	618	1.551%
Platanus acerifolia	LONDON PLANE	543	1.363%
Callistemon citrinus	LEMON BOTTLEBRUSH	538	1.345%
Platanus racemosa	CALIFORNIA SYCAMORE	502	1.260%
Pyrus kawakamii	EVERGREEN PEAR	488	1.225%
Washingtonia robusta	MEXICAN FAN PALM	415	1.042%
Podocarpus macrophyllus	YEW PINE	408	1.024%
Gaijera parviflora	AUSTRALIAN WILLOW	403	1.012%
Eucalyptus cladocalyx	SUGAR GUM	377	0.946%
Pyrus calleryana	ORNAMENTAL PEAR	369	0.926%
Ficus microcarpa 'Nitida'	INDIAN LAUREL FIG	368	0.919%
Brachycthon populneus	BOTTLE TREE	364	0.914%
Schinus molle	CALIFORNIA PEPPER	363	0.911%
Ginkgo biloba	MAIDENHAIR TREE	359	0.901%
Eucalyptus citriodora	LEMON-SCENTED GUM	295	0.740%
Quercus agrifolia	COAST LIVE OAK	278	0.698%
Sapium sebiferum	CHINESE TALLOW TREE	231	0.580%
Bauhinia variegata	PURPLE ORCHID TREE	213	0.535%
Eucalyptus camaldulensis	RED GUM	209	0.525%
Pitiosporum rhombilifolium	QUEENSLAND PITIOSPORUM	205	0.515%
Pinus halepensis	ALEPPO PINE	194	0.487%
Fraxinus uhdei	SHAMEL ASH	181	0.454%
Eriobotrya deflexa	BRONZE LOQUAT	178	0.447%
Eucalyptus maculata	SPOTTED GUM	172	0.432%
Eucalyptus rudis	DESERT GUM	170	0.427%
Liquidambar styraciflua 'Rotundiloba'	ROUND-LEAFED SWEETGUM	169	0.424%
Juniperus chinensis 'Torulosa'	HOLLYWOOD JUNIPER	165	0.414%
Melaleuca quinquinervia	CAJEPUT TREE	160	0.402%

City of Fullerton Species Frequency Report

Botanical Name	Common Name	Count	Percent
<i>Brahea edulis</i>	GUADALUPE PALM	159	0.399%
<i>Tabebuia avellanedae</i>	LAVENDER TRUMPET TREE	150	0.377%
<i>Pistacia chinensis</i>	CHINESE PISTACHE	142	0.356%
<i>Quercus suber</i>	CORK OAK	139	0.349%
<i>Pittosporum undulatum</i>	VICTORIAN BOX	119	0.299%
<i>Pinus brutia</i>	GALABRIAN PINE	116	0.291%
<i>Zelkova serrata</i>	SAWTOOTH ZELKOVA	104	0.261%
<i>Cupressus sempervirens</i>	ITALIAN CYPRESS	100	0.251%
Stump	STUMP	99	0.249%
<i>Quercus virginiana</i>	SOUTHERN LIVE OAK	98	0.246%
<i>Pinus edulis</i>	AFGHAN PINE	97	0.243%
<i>Chorisia speciosa</i>	SILK-FLOSS TREE	96	0.241%
<i>Eucalyptus globulus</i>	BLUE GUM	96	0.241%
<i>Eucalyptus polyanthemos</i>	SILVER DOLLAR GUM	96	0.241%
<i>Washingtonia filifera</i>	CALIFORNIA FAN PALM	92	0.231%
<i>Cedrus deodara</i>	DEODAR CEDAR	79	0.198%
<i>Cassia leptophylla</i>	GOLD MEDALLION TREE	78	0.196%
<i>Koelreuteria bipinnata</i>	CHINESE FLAME TREE	77	0.193%
<i>Prunus cerasifera</i>	PURPLE-LEAF PLUM	70	0.176%
<i>Hymenosporum flavum</i>	SWEETSHADE	68	0.171%
<i>Alnus rhombifolia</i>	WHITE ALDER	66	0.166%
<i>Phoenix canariensis</i>	CANARY ISLAND DATE PALM	59	0.148%
<i>Laurus nobilis</i>	SWEET BAY	53	0.133%
<i>Castilleja wiminalls</i>	WEEPING BOTTLEBRUSH	50	0.126%
<i>Ceratonia siliqua</i>	CAROB	50	0.126%
<i>Eucalyptus sideroxylon</i>	RED IRONBARK	49	0.123%
<i>Fraxinus velutina</i>	ARIZONA ASH	49	0.123%
<i>Phoenix dactylifera</i>	DATE PALM	48	0.123%
<i>Ilex altadarensis 'Wilsonii'</i>	WILSON HOLLY	43	0.108%
<i>Photinia fraseri</i>	FRASERS PHOTINIA	41	0.103%
<i>Tipuana tipu</i>	TIPU	41	0.103%
<i>Pittosporum viridiflorum</i>	CAPE PITTOSPORUM	40	0.100%
<i>Tristania laurina</i>	WATER GUM	39	0.098%
<i>Podocarpus nagi</i>	PODOCARPUS NAGI	34	0.085%
<i>Spathodea campanulata</i>	AFRICAN TULIP TREE	34	0.085%
<i>Trachycarpus fortunei</i>	WINDMILL PALM	33	0.083%
<i>Ficus benjamina</i>	WEEPING FIG	31	0.078%
<i>Carya illinoensis</i>	PECAN	30	0.075%
<i>Fraxinus oxycarpa 'Raywood'</i>	RAYWOOD ASH	30	0.075%
<i>Calodendrum capense</i>	CAPE CHESTNUT	29	0.073%
<i>Acacia melanoxylon</i>	BLACK ACACIA	28	0.070%

City of Fullerton Species Frequency Report

Botanical Name	Common Name	Count	Percent
<i>Persaea americana</i>	AVOCADO	28	0.070%
<i>Cupressus glabra</i>	ARIZONA CYPRESS	27	0.088%
<i>Pinus pinea</i>	ITALIAN STONE PINE	26	0.065%
<i>Platycladus orientalis</i>	ORIENTAL ARBORVITAE	25	0.063%
<i>Sequoia sempervirens</i>	COAST REDWOOD	25	0.063%
<i>Albizia julibrissin</i>	SILK TREE	24	0.060%
<i>Pinus sabiniana</i>	GRAY PINE	24	0.060%
<i>Pinus torreyana</i>	TORREY PINE	24	0.060%
<i>Fraxinus uhdei</i> Tomlinsoni	TOMLINSON ASH	23	0.058%
<i>Rhus lancea</i>	AFRICAN SUMAC	20	0.050%
<i>Eucalyptus ficifolia</i>	RED FLOWERING GUM	18	0.045%
<i>Ficus macrophylla</i>	MORETON BAY FIG	18	0.045%
<i>Gleditsia triacanthos</i>	HONEY LOCUST	18	0.045%
<i>Liriodendron tulipifera</i>	TULIP TREE	18	0.045%
<i>Phoenix roebelenii</i>	PYGMY DATE PALM	17	0.043%
<i>Eucalyptus leucoxylon</i>	WHITE IRONBARK	18	0.040%
<i>Harpephyllum californum</i>	KAFFIR PLUM	15	0.038%
<i>Ligustrum lucidum</i>	GLOSSY PRIVET	14	0.035%
<i>Liquidambar formosana</i>	CHINESE SWEETGUM	14	0.035%
<i>Prunus caroliniana</i>	CAROLINA LAUREL CHERRY	14	0.035%
<i>Bauhinia blakeana</i>	HONG KONG ORCHID TREE	12	0.030%
<i>Melaleuca nesophila</i>	PINK MELALEUCA	12	0.030%
<i>Metrosideros excelsus</i>	NEW ZEALAND CHRISTMAS TREE	12	0.030%
<i>Nerium oleander</i>	OLEANDER	12	0.030%
<i>Acer paxii</i>	ACER PAXII	11	0.028%
<i>Parkinsonia aculeata</i>	JERUSALEM THORN	11	0.028%
<i>Pinus ponderosa</i>	PONDEROSA PINE	10	0.025%
<i>Ailanthus altissima</i>	TREE OF HEAVEN	9	0.023%
<i>Alnus cordata</i>	ITALIAN ALDER	9	0.023%
<i>Eucalyptus leucoxylon</i> 'Rosea'	LG.-FRUIT RED-FLOWERING GUM	9	0.023%
<i>Melaleuca linariifolia</i>	FLAXLEAF PAPERBARK	9	0.023%
<i>Melia azedarach</i>	CHINABERRY	9	0.023%
<i>Quercus rubra</i>	RED OAK	9	0.023%
<i>Robinia pseudoacacia</i>	BLACK LOCUST	9	0.023%
<i>Schinus molle</i>	PERUVIAN PEPPER	9	0.023%
<i>Acer palmatum</i>	JAPANESE MAPLE	8	0.020%
<i>Archontophoenix cunninghamiana</i>	KING PALM	8	0.020%
<i>Eucalyptus torquata</i>	CORAL GUM	8	0.020%
<i>Koeleruteria paniculata</i>	GOLDENRAIN TREE	8	0.020%
<i>Prunus lyonii</i>	CATALINA CHERRY	8	0.020%
<i>Ulmus pumila</i>	SIBERIAN ELM	8	0.020%

City of Fullerton Species Frequency Report

Botanical Name	Common Name	Count	Percent
<i>Cercis occidentalis</i>	WESTERN REDBUD	7	0.018%
<i>Chitalpa tashkentensis</i>	CHITALPA	7	0.018%
<i>Eucalyptus erythrocorys</i>	RED-CAP GUM	7	0.018%
<i>Fraxinus pennsylvanica</i>	GREEN ASH	7	0.018%
<i>Olea europaea</i>	OLIVE	7	0.018%
<i>Pinus thunbergiana</i>	JAPANESE BLACK PINE	7	0.018%
<i>Sterocarpus sinuatus</i>	FIREWHEEL TREE	7	0.018%
<i>Eucalyptus robusta</i>	SWAMP MAHOGONY	6	0.015%
<i>Eucalyptus viminalis</i>	MANNA GUM	6	0.015%
<i>Fraxinus velutina</i> 'Modesto'	MODESTO ASH	6	0.015%
<i>Heteromeles arbutifolia</i>	TOYON	6	0.015%
<i>Morus alba</i>	WHITE MULBERRY	6	0.015%
<i>Prunus serrulata</i>	JAPANESE FLOWERING CHERRY	6	0.015%
<i>Acer negundo</i>	BOX ELDER	5	0.013%
<i>Ficus rubiginosa</i>	RUSTY LEAF FIG	5	0.013%
<i>Juglans californica</i>	SO CAL BLACK WALNUT	5	0.013%
<i>Robinia pseudoacacia</i> 'Purple Robe'	PURPLE ROBE LOCUST	5	0.013%
<i>Sophora japonica</i>	JAPANESE PAGODA TREE	5	0.013%
<i>Acacia smallii</i>	SWEET ACACIA	4	0.010%
<i>Acer saccharinum</i>	SILVER MAPLE	4	0.010%
<i>Acrocarpus fraxinifolius</i>	PINK CEDAR	4	0.010%
<i>Casuarina cunninghamiana</i>	RIVER SHE-OAK	4	0.010%
Dead Tree	DEAD TREE	4	0.010%
<i>Ficus elastica</i>	RUBBER TREE	4	0.010%
Other tree	OTHER TREE	4	0.010%
<i>Acacia baileyana</i>	BAILEY ACACIA	3	0.008%
<i>Acacia decurrens</i>	GREEN WATTLE	3	0.008%
<i>Agonis flexuosa</i>	PEPPERMINT TREE	3	0.008%
<i>Arbutus</i> 'Marina'	MARINA ARBUTUS	3	0.008%
<i>Brachychiton discolor</i>	PINK FLAME TREE	3	0.008%
<i>Butia capitata</i>	PINDO PALM	3	0.008%
<i>Chamaecyparis lawsoniana</i>	LAWSON CYPRESS	3	0.008%
<i>Citrus sinensis</i>	ORANGE	3	0.008%
<i>Eucalyptus nicholii</i>	NICHOL'S WILLOW LEAFED PEPPERMINT	3	0.008%
<i>Hakea suaveolens</i>	SWEET HAKEA	3	0.008%
<i>Ilex cornuta</i>	CHINESE HOLLY	3	0.008%
<i>Liquidambar orientalis</i>	ORIENTAL SWEETGUM	3	0.008%
<i>Pinus radiata</i>	MONTEREY PINE	3	0.008%
<i>Taxodium distichum</i>	BALD CYPRESS	3	0.008%
<i>Arucaria heterophylla</i>	NORFOLK ISLAND PINE	2	0.005%
<i>Brachychiton acerifolius</i>	AUSTRALIAN FLAME TREE	2	0.005%

City of Fullerton Species Frequency Report

Botanical Name	Common Name	Count	Percent
<i>Calocedrus decurrens</i>	INCENSE CEDAR	2	0.005%
<i>Cercis canadensis</i>	EASTERN REDBUD	2	0.005%
<i>Cupressus macrocarpa</i>	MONTEREY CYPRESS	2	0.005%
<i>Cycas revoluta</i>	SAGO PALM	2	0.005%
<i>Erythrina caffra</i>	KAFFIRBOOM CORAL TREE	2	0.005%
<i>Maclura pomifera</i>	OSAGE ORANGE	2	0.005%
<i>Melaleuca ericifolia</i>	HEATH MELALEUCA	2	0.005%
<i>Pittosporum phylliraeoides</i>	WILLOW PITTOSPORUM	2	0.005%
<i>Quercus lobata</i>	VALLEY OAK	2	0.005%
<i>Rauwolfia samarensis</i>	INDIAN DEVIL TREE	2	0.005%
<i>Syzygium paniculatum</i>	BRUSH CHERRY	2	0.005%
<i>Xylocarpus congeatum</i>	XYLOSMA	2	0.005%
<i>Acacia saligna</i>	BLUE LEAF WATTLE	1	0.003%
<i>Acer saccharum</i>	SUGAR MAPLE	1	0.003%
<i>Betula nigra</i>	RIVER BIRCH	1	0.003%
<i>Broussonetia papyrifera</i>	PAPER MULBERRY	1	0.003%
<i>Calliandra tweedii</i>	TRINIDAD FLAME BUSH	1	0.003%
<i>Casimiroa edulis</i>	WHITE SAPOTE	1	0.003%
<i>Catalpa speciosa</i>	WESTERN CATALPA	1	0.003%
<i>Celtis sinensis</i>	CHINESE HACKBERRY	1	0.003%
<i>Chamaerops humilis</i>	MEDITERRANEAN FAN PALM	1	0.003%
<i>Citrus X paradisi</i>	GRAPEFRUIT	1	0.003%
<i>Cordylina australis</i>	DRACAENA	1	0.003%
<i>Crataegus laevigata</i>	ENGLISH HAWTHORN	1	0.003%
<i>Dracaena draco</i>	DRAGON TREE	1	0.003%
<i>Eucalyptus globulus 'Compacta'</i>	DWARF BLUE GUM	1	0.003%
<i>Eucalyptus spp.</i>	EUCALYPTUS	1	0.003%
<i>Ficus lyrata</i>	FIDDLELEAF FIG	1	0.003%
<i>Firmiana simplex</i>	CHINESE PARASOL TREE	1	0.003%
<i>Grevillea robusta</i>	SILK OAK	1	0.003%
<i>Ilex spp.</i>	HOLLY	1	0.003%
<i>Juglans hindsii</i>	CALIFORNIA BLACK WALNUT	1	0.003%
<i>Juglans regia</i>	ENGLISH WALNUT	1	0.003%
<i>Macadamia integrifolia</i>	SMOOTH-SHELL MACADAMIA	1	0.003%
<i>Melaleuca styphelioides</i>	PRICKLY MELALEUCA	1	0.003%
<i>Persea borbonia</i>	RED BAY	1	0.003%
<i>Pinus roxburghii</i>	CHIR PINE	1	0.003%
<i>Punica granatum</i>	POMEGRANATE	1	0.003%
<i>Quercus engelmannii</i>	ENGELMANN OAK	1	0.003%
<i>Quercus spp.</i>	OAK	1	0.003%
<i>Salix spp.</i>	WILLOW	1	0.003%
<i>Schaffera actinophylla</i>	QUEENSLAND UMBRELLA TREE	1	0.003%

City of Fullerton

Species Frequency Report

Botanical Name	Common Name	Count	Percent
<i>Tabebuia chryso-tricha</i>	GOLDEN TRUMPET TREE	1	0.003%
<i>Thuja occidentalis</i>	AMERICAN ARBORVITAE	1	0.003%
<i>Tilia americana</i>	AMERICAN LINDEN	1	0.003%
<i>Umbellularia californica</i>	CALIFORNIA BAY	1	0.003%
		39,838	100.000%

EXHIBIT C

CITY OF FULLERTON

REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES

PLANTING STANDARD

STANDARD TREE PLANTING WITH STAKING

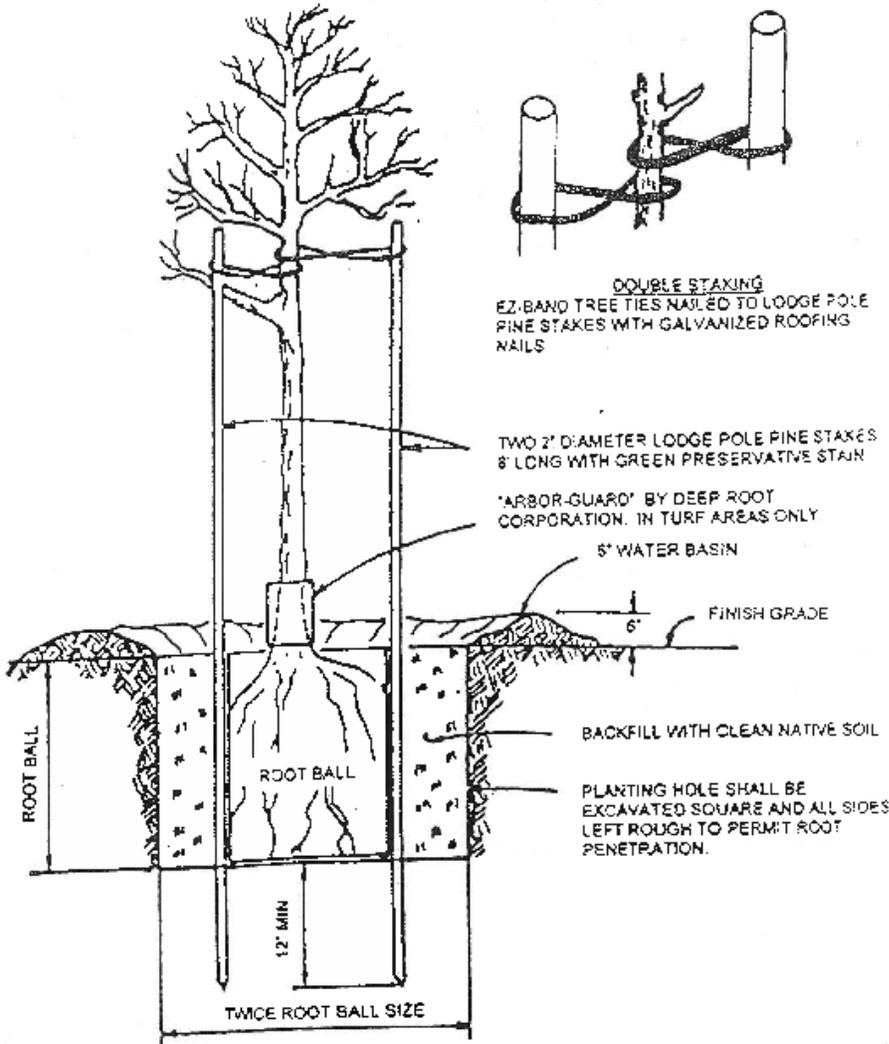


EXHIBIT D

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES
TRIM CYCLE**

2016 / 2017 PROJECTED TRIM CYCLE				
ZONE	14		1877	July
ZONE	19		1864	Aug
ZONE	16		993	Sep
ZONE	22	Commence Downtown Trimming	1677	Sep
ZONE	6		1023	Nov/Jan
ZONE	17		1039	Feb/May
Total Trees			8473	

2017 / 2018 PROJECTED TRIM CYCLE				
ZONE	20		1955	July
ZONE	10	Include Fire #6	1508	Aug
ZONE	7		1614	Sep
ZONE	8		1149	Oct
ZONE	22	Commence Downtown Trimming	1677	Sep
ZONE	18	Include Fire #5	1750	Nov/Dec
ZONE	15		1091	Jan/Mar
ZONE	12	Include Fire #3	846	Apr/Jun
Total Trees			11590	

2019 / 2020 PROJECTED TRIM CYCLE				
ZONE	11	Include Fire #1	944	July
ZONE	1		2627	Aug
ZONE	2	Include Fire #2	2883	Sep
ZONE	3		3052	Oct
ZONE	5		1554	Nov
ZONE	22	Commence Downtown Trimming	1677	Sep
ZONE	9	Include Fire #4	2067	Jan/Mar
Total Trees			14804	
ZONE	21	Park Trees and Reservoir Trees	6838	

INVENTORIED TREE TOTAL 43,359

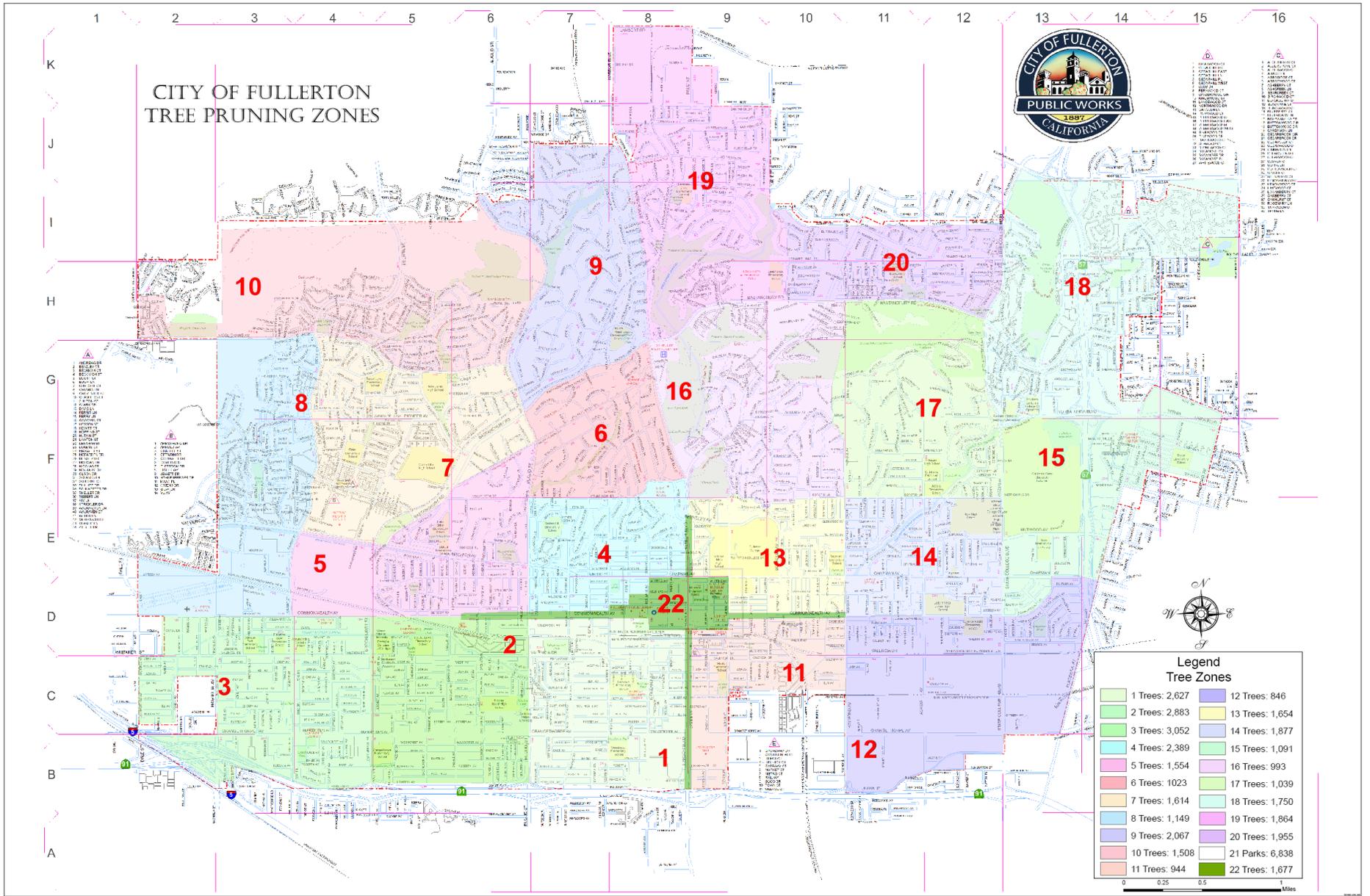


EXHIBIT E

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

PROPOSER'S CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a unit cost for services described in Exhibit A. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Project manager or designee in writing.

Bid proposal fee will be based on Pruning Section Grand Total Price.

PRUNING SECTION		A	B	C
Description	Unit	UNIT PRICE	Estimated Annual Units	A x B = C TOTAL PRICE
Light Prune	Each	\$ _____	4,700	\$ _____ _a
Grid Prune	Each	\$ _____	7,867	\$ _____ _b
Palm Prune (Various Species)	Each	\$ _____	1,433	\$ _____ _c

GRAND TOTAL PRICE – PRUNING SECTION ONLY (a+b+c) \$ _____

GPS Tree Inventory cost only applies to new trees planted after completion of initial Tree inventory.

REMOVALS		
Description	Unit	UNIT PRICE
Palm Skinning	Per Foot	\$ _____
Tree & Stump Removal	Diameter Standard Height Per Inch	\$ _____
Tree Only Removal	Diameter Standard Height Per Inch	\$ _____
Stump Only Removal	Diameter Standard Height Per Inch	\$ _____
INSPECTIONS		
Inspection Report (Including Risk Assessment)	Per Tree	\$ _____
Consultant Arborist Inspection (Level 1, 2 or 3)	Per Hour	\$ _____
PLANTING – DESIGNATED SPECIES		
Plant 15 Gallon with root barrier	Each	\$ _____
Plant 24 inch Box with root barrier	Each	\$ _____
Plant 36 inch Box with root barrier	Each	\$ _____
Plant 48 inch Box with root barrier	Each	\$ _____
Plant 60 inch Box with root barrier	Each	\$ _____
PLANTING - SPECIAL VARIETY TREES *		
Plant 15 Gallon with root barrier	Each	\$ _____
Plant 24 inch Box with root barrier	Each	\$ _____
Plant 36 inch Box with root barrier	Each	\$ _____
Plant 48 inch Box with root barrier	Each	\$ _____
Plant 60 inch Box with root barrier	Each	\$ _____

SPECIALTY SERVICES		
Service Request Prune	Each	\$ _____
Large Scale Prune	Each	\$ _____
Root Pruning with 12" barrier	Foot	\$ _____
Root Pruning with 18" barrier	Foot	\$ _____
Watering of young trees, water truck & operator	Day	\$ _____
CREW RENTALS		
Crew Rental (3 men) (Minimum 3 Hours)	Per Hour	\$ _____
Emergency Crew Rental (3 men) (Minimum 3 hours)	Per Hour	\$ _____
TECHNICAL		
GPS Tree Inventory of Existing Trees (Approx. 40,000 trees)	Lump Sum	\$ _____
Global Positioning System (GPS) Tree Inventory Cost**	Per Tree Site	\$ _____

Cooperative Purchasing

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of Fullerton shall incur no financial responsibility in connection with any purchase by other public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

Labor Classification

The work performed on this contract is routine, recurring, and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Landscape Maintenance Laborer".

LEGAL NAME OF COMPANY PHONE AND FAX NUMBERS

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT TITLE

SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS

FEDERAL ID NUMBER CONTRACTOR LICENSE NUMBER

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.**

EXHIBIT F

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

RELEVANT WORK HISTORY

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference

Customer Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____
_____ Facsimile Number: _____
Contract Amount: _____ Year: _____
Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____
_____ Facsimile Number: _____
Contract Amount: _____ Year: _____
Description of supplies, equipment, or services provided:

Reference

Customer Name: _____ Contact Individual: _____
Address: _____ Phone Number: _____
_____ Facsimile Number: _____
Contract Amount: _____ Year: _____
Description of supplies, equipment, or services provided:

Reference

Customer Name: _____

Contact Individual: _____

Address: _____

Phone Number: _____

Facsimile Number: _____

Contract Amount: _____

Year: _____

Description of supplies, equipment, or services provided:

Reference

Customer Name: _____

Contact Individual: _____

Address: _____

Phone Number: _____

Facsimile Number: _____

Contract Amount: _____

Year: _____

Description of supplies, equipment, or services provided:

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

EXHIBIT G

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Fullerton, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.**

EXHIBIT H

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR

The undersigned contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction/services contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor shall include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation by a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended,

no discrimination shall be made in the employment of persons because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any contractor violating this section is subject to all the penalties imposed for a violation of the chapter.

Firm: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.**

EXHIBIT I

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

RESPONSIBLE PROPOSER – SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

If you performed same business under a different business name with same ownership and operation management and changed name due to, but not limited to, bankruptcy, loss, or license, please complete an additional and separate questionnaire.

2. What is your firm's average gross revenue for the last three years?
\$ _____

3. Is your firm currently the debtor in a bankruptcy case?
 Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to Question 2, above.)
 Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

5. Has any California State License Board license held by your firm or its responsible managing employee or responsible managing officer been suspended within the last five years? Yes No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a services contract with either a public or private owner? Yes No

7. Has your firm ever defaulted on a contract?

Yes No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing, any government agency project for any reason?
 Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the past five years, has any claim against your firm concerning your firm's work on a project, been filed in court or arbitration?
 Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?
 Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution.)

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a project, either public or private?
 Yes No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

13. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No

If "yes," identify on a separate page, the person or persons convicted, the court case and

number, the crimes and the year convicted.

15. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.
_____ %

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?
 Yes No

17. Has Cal-OSHA cited and assessed penalties against the contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? Yes No

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

If "yes," on a separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of the project, and the amount of penalty paid, if any. State the case number and the date of any OSHAB decision.

18. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the contractor or its associates in the past five years?
 Yes No

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

If "yes," on a separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

19. During the last five years, has there been more than one occasion in which the General contractor or its associates have been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?
 Yes No

If "yes," on a separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.**

EXHIBIT J

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF FULLERTON

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California, County of _____

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

Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.**

EXHIBIT K

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

**SAMPLE ADDITIONAL INSURED ENDORSEMENT
FOR COMMERCIAL GENERAL LIABILITY POLICY**

Insurance Company

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Fullerton, its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Fullerton.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as a part of Policy # _____

Issued to _____

Named Insured

Countersigned by _____
Authorized Representative

SAMPLE ONLY

EXHIBIT L

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this X day of XXX, XXXX by and between X (hereinafter "Contractor"), and the City of Fullerton, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

1. The City desires to retain a Contractor having special skill and knowledge in the field of Street Tree Maintenance Services.
2. Contractor represents that Contractor is able and willing to provide such services to the City and is licensed by the State of California to provide Street Tree Maintenance Services.
3. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional Tree Maintenance firm.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

I. DEFINITIONS (if any)

II. TERMS AND CONDITIONS

A. TERM

The term of this contract shall commence the date of City Council award and approval of all insurance and bonds, and terminate MONTH, DAY, YEAR, unless earlier terminated as set forth in Section H, below. City is hereby granted an option to renew for up to 2 (two) additional 2 (two) - year periods on the terms and conditions set forth herein. Said options shall be exercised in writing at least thirty (30) days prior to the end of the initial term or any extension thereof.

B. CONTINUED FUNDING

In the event funding is not allocated for parking control enforcement services during the annual budget approval process, the City shall notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period, and contract shall terminate on the last day of current fiscal period without penalty or expense to the City

C. COMPENSATION

1. City agrees to pay and contractor agrees to accept as total payment for its services, the rates and charges set forth in contractor's proposal, attached hereto and incorporated by reference. The amount to be expended for services shall not exceed (dollar amount) (\$_____) annually during the term of this agreement.

2. Invoices

a. The contractor shall submit a monthly invoice by the fifteenth of the month to the City for the services rendered in the prior month.

b. All invoices for work performed under this contract shall be submitted in a format approved by the City. Invoices shall include the following information at a minimum:

- i. Contractor's invoice number
- ii. Beginning and ending dates for services
- iii. City project number and/or name (if applicable)
- iv. Work site address/location (if applicable)
- v. Unit cost, subtotals and total for invoice

3. Payment by City shall be made within sixty (60) days following receipt of proper invoice, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance of a professional parking control enforcement services.

4. Extra Work

No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. The contractor will be required to provide detailed information of such extra work. Documentation of contract compliance may be required on some occasions. Work performed prior to obtaining written approval of the City shall not be included within the Scope of Work and may not be paid.

D. INDEPENDENT CONTRACTOR

Contractor shall during the entire term of this contract, be construed to be an independent contractor and not an employee of the City. This contract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the manner in which contractor performs the services required by this contract. However, the services to be provided by contractor shall be provided in a manner

consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's Social Security taxes, unemployment insurance, and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

E. INSURANCE

Prior to undertaking performance of work under this contract, contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from and damage to property, resulting from any act or occurrence arising out of contractor's operations in the performance of this agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions. A sample additional insured endorsement is attached hereto as Exhibit H.
2. **Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.** Such insurance shall include coverage for owned, hired and nonowned automobiles.
3. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3300 of the Labor Code, contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Prior to commencing the performance of the work under this contract, contractor agrees to obtain and maintain any employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) per accident.
4. **If contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than One Million Dollars (\$1,000,000) per claim.**
5. **The following requirements apply to the insurance to be provided by contractor pursuant to this section:**
 - a. **Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this agreement.**

- b. Certificates of insurance shall be furnished to the City upon execution of this contract and shall be approved in form by the City Attorney.
 - c. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
6. If contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this contract. Such termination shall not affect contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

F. HOLD HARMLESS/ INDEMNIFICATION

To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the "indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a claim; collectively, "claims"), which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under this contract (including, without limitation, defects in workmanship and/or materials) or contractor's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of contractor, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require contractor to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the indemnified parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this contract. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the contractor.

G. NOTICE

Any notice, tender, demand, delivery or other communication pursuant to this agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, sent by tele facsimile communication, or via e-mail to the following persons:

To City: Dennis Quinlivan, Deputy Director Public Works Department
City of Fullerton
1580 W. Commonwealth Ave.
Fullerton, CA 92833

To Contractor: _____

H. TERMINATION

The City reserves the right to terminate the contract as follows:

1. In the event contractor fails or refuses to timely perform any of the provisions of this agreement in the manner required, or if contractor violates any provision of this agreement, contractor shall be deemed in default. City shall provide written notice of such default to contractor's project manager. Contractor shall cure said default within a period of two (2) working days. If such cure is not completed in a timely manner, City may assess liquidated damages or terminate the agreement forthwith by giving written notice to contractor's project manager. City may, in addition to the other remedies provided in this agreement or authorized by law, terminate this agreement by giving written notice of termination. Contractor shall be responsible for all costs incurred by City, including replacement costs of equipment and labor required to provide service during contractor's default. In the event of such termination for cause, City shall pay contractor that portion of compensation specified in the agreement that is earned and unpaid prior to the effective date of termination. Contractor shall not be entitled to any compensation for lost profits it terminated for cause.
2. This agreement may be terminated without cause by City upon thirty (30) days written notice delivered to the contractor either personally or by mail. Upon termination, City shall pay to contractor that portion of compensation specified in the agreement that is earned and unpaid prior to the effective date of termination.
3. In addition to, or in lieu of, remedies provided in this agreement or pursuant to law, City shall have the right to withhold all or a portion of contractor's compensation for contract services if, in the judgment of the Project manager or designee, the level of service falls below appropriate standards and/or contractor fails to satisfactorily perform contract services. City shall have the right to retain funds withheld until the Project manager or designee determines that contract services are performed as well and as frequently as required by this agreement.

I. CONTRACTOR OPTION FOR TERMINATION

The contractor may request termination of the contract when conditions during the contract make it impossible to perform or when prevented from proceeding with the contract by act of God, by law or official action of a public authority or in the event on nonpayment by the City. Such request will require one-hundred eighty (180) days written notice prior to contract termination date requested. In the event of nonpayment of undisputed sums by the City, contractor shall give the City thirty (30) working days to cure the alleged breach.

J. LIQUIDATED DAMAGES

If the City determines that the contractor breaches its promise to provide services in compliance with the Terms and Conditions of applicable laws and regulations, and the specifications set forth above, it would be impracticable and extremely difficult to determine the damage to City arising from such breach. Therefore, in the event of contractor's breach, contractor shall pay to City the sum of \$XXX per hour / per occurrence (see narrative) for such breach, in addition to any cost, fines, etc. levied against the City.

K. EMPLOYMENT OPPORTUNITIES FOR FULLERTON RESIDENTS

Contractor shall solicit and advertise employment opportunities to Fullerton residents. The City shall inform the contractor of areas to publicize recruitment opportunities, such as work centers and community centers. Such effort and procedure will be provided to the City for review.

L. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

1. Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the (*particular relevant statutes and/or regulations*) and as it may be amended or updated throughout the term of this contract.

N. ASSIGNMENT

Inasmuch as this contract is intended to secure the specialized services of contractor, contractor may not assign, transfer, delegate or subcontract any interest herein without the prior written consent of City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void.

O. JURISDICTION – VENUE

This contract has been executed and delivered in the State of California and the validity, interpretation, performance and enforcement of any of the clauses of this

contract shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this contract.

P. FINES

The contractor shall be liable for all violation fines levied against the City by federal, state, or local agencies with regulatory authority related to contractor provided services.

Q. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF FULLERTON

Lucinda Williams
City Clerk

Donald K. Hoppe
Public Works Director

APPROVED AS TO FORM:

City Attorney

By: _____
XXXX
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

CONTRACTOR

Donald K. Hoppe
Public Works Director

Tax ID# _____

