

**CITY OF YUBA CITY
REQUEST FOR PROPOSAL
RFP23-01**

NOTICE IS HEREBY GIVEN THAT the City of Yuba City, in the County of Sutter, State of California, will receive proposals for:

Tree Maintenance Services

Specification packets may be obtained from the Finance Department, City of Yuba City, 1201 Civic Center Blvd., Yuba City CA 95993 or on the website, www.yubacity.net, City Hall, Request for Proposals & Bids, Bid Notices, City of Yuba City-General Products & Services then click on RFP23-01 to download.

Request for Proposals are to be submitted on forms contained in the proposal packet. Proposals are to be submitted to the City of Yuba City, City Clerk at 1201 Civic Center Blvd., Yuba City, CA 95993 on or before August 17, 2022, 3:00 PM. The envelope shall display the following statement, "RFP NO: 23-01 PROPOSAL DUE AUGUST 17, 2022, 3:00 PM".

The City will not accept responsibility for delays in receipt of proposals sent by mail or other carriers. It shall be the sole responsibility of each bidder to ensure that the City of Yuba City has received proposals no later than the time and date stated. All proposals received after said time and date shall be rejected.

The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in the proposal, or to negotiate with any qualified contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the City to do so.

No offerors may withdraw their bid for a period of sixty (60) days after the date set for the opening.

Any questions concerning this bid and/or specifications may be directed to Kevin Rivera at krivera@yubacity.net, prior to bid opening. If you do not have access to the website, you may call 530-822-4645 or stop by the Finance Department at City Hall, 1201 Civic Center Blvd., Yuba City, Monday thru Friday 8am to 5pm to obtain a copy of the bid package.

By order of the City Council, City of Yuba City, County of Sutter, State of California.

Date: 7/18/2022

Spencer Morrison
Finance Director

**PART I
GENERAL CONDITIONS**

1. PREPARATION AND SUBMITTAL OF PROPOSALS

- A. Proposals not submitted on the Proposal Form may be rejected.
- B. Proposals are to be submitted on forms contained in the proposal packet. Proposals are to be submitted to the City Hall, City Clerk located at 1201 Civic Center Blvd., Yuba City, CA 95993, on or before August 17, 2022 at 3:00 P.M. The envelope shall display the following statement, "PROPOSAL RFP23-01, PROPOSAL DUE AUGUST 17, 2022 3:00 P.M."
- C. All information requested of the vendor shall be entered in the appropriate space on the Proposal Form. Failure to do so may disqualify your proposal.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your proposal. The person signing the proposal shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing time will not be accepted. Any exceptions to specifications must be stated on the proposal.
- F. Three (3) copies of all documents must be submitted by the date and at/or prior to the time specified, to be considered. No late proposals, telegraphic, telephone or email proposals will be accepted. The City will not be responsible for, nor will accept postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- G. An authorized officer or agent of the offer shall sign all proposals.
- H. All proposals, whether accepted or rejected, shall become the property of the City of Yuba City.
- I. Each vendor shall state net price for said item/service delivered F.O.B., Yuba City, CA, City Hall, 1201 Civic Center Blvd., Yuba City, CA 95993.
- J. The contract awarded by the City Council to provide the specified items shall include the City's entire proposal packet and specifications, all submittals provided to the City with the proposal, any written clarifications to the proposal provided by the City to the proposers, and any addendum issued by the City during the proposal period.

2. PAYMENT, TERMS, & INVOICE REQUIREMENTS

- A. Proposer must state exact payment terms in their proposal. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, to the City of Yuba City – Attention: Community Services Department Attn: Robert Condrey or emailed to rcondrey@yubacity.net on a monthly basis, and received by the City no later than the 14th day of the following month.
- C. The City will issue a purchase order for the yearly tree maintenance service. For maintenance outside of the normal services, a separate purchase order will be issued for the work being performed. When the City is satisfied that the results are in compliance with these bid requirements, General Conditions of the contract, and that the results meet the City’s standards of quality and workmanship, the City will notify the vendor of said acceptance of the results. After acceptance is received, the Contractor may place a demand upon the City for payment in full for the current month invoiced. Under no condition will the City modify these terms and conditions for payment.

3. LIABILITIES

- A. The vendor shall hold the City of Yuba City, its officers, agents, and employees harmless from liability of any nature or kind because of use of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his/her own expense, any and all actions brought against the City of Yuba City or himself/herself because of the unauthorized use of such articles.

4. AWARD OF PROPOSAL

- A. **Competitive Request for Proposal:** If more than one proposal is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All proposers are put on notice that any collusive agreement fixing the prices to be offered so as to control or effect the awarding of this proposal is in violation of competitive proposal requirements, and may render any proposal under such circumstances void.
- B. **Award of Proposal:** Award will be made to the proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will apply to the criteria depending upon order of importance. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors

have been evaluated, subject to the rights of the City Council, City Manager or Purchasing Agent to award the contract to another proposer when the City Council, City Manager, or Purchasing Agent determines it would be in the best interest of the City. If the proposal is under \$100,000 the proposal may be awarded by the City's Purchasing Agent. If the proposal is over \$100,000 it shall be presented to the City Council for award. It is at the sole discretion of the City to determine the proposer best suited in meeting those needs.

- C. Within sixty (60) days after the proposal opening, a contract will be awarded by the City Council or Purchasing Agent. The time for awarding the contract may be extended by the City Council or Purchasing Agent for a reasonable time beyond sixty (60) days, as may be required to evaluate proposals, or for such other purposes as the City Council or Purchasing Agent may determine. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:
1. Reasonableness of cost
 2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to past purchases by the City
 3. Experience, education, and credentials of proposer's staff
 4. Recommendations from references
 5. Other information secured and having bearing on the decision to award the contract
 6. Continuity of service
- D. The City of Yuba City reserves the right: (1) to reject any or all proposals or any part thereof and (2) to waive any informalities and/or negotiate minor deviations to the proposals, with the successful firm. The City of Yuba City's decision shall be final.
- E. If a contract shall be entered into by the bidder and the City of Yuba City, such contract shall not be assignable by the bidder in whole or in part without the written consent of the City of Yuba City.

5. AWARD SELECTION PROCESS

- A. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal relative to the description given in the RFP; vendor performance, qualifications, experience and emergency response capability; cost; reference. The Proposer selected will enter in a contract with the City.

<u>EVALUATION CRITERIA</u>	<u>PERCENTAGE</u>
Cost	30
Compliance with RFP	15
Capability, Experience, Qualification	35
References	20

6. CHANGES IN PURCHASING ORDER/CONTRACT

- A. No changes may be made in the purchase order/contract without written authorization of the City.

7. STATEMENT OF INTENT

- A. It is the intent of City of Yuba City that the tree maintenance services are delivered in full compliance with the specification.

8. ACCEPTANCE/INSPECTION

- A. All tree maintenance services initiated with this request will be subject to inspection upon receipt. Inspection and acceptance will not take more than five (5) working days

9. CONFLICT OF INTEREST

- A. Bidder warrants and covenants that no official or employee of the City of Yuba City, nor any business entity which an official of the City of Yuba City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Yuba City.
- B. The relationship of the Contractor to the City will be that of an independent Contractor and not as an officer, employee or agent of the City.

10. FORCE MAJEURE

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this bid, deliveries under said

agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.

- B. The City of Yuba City reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

11. NON-DISCRIMINATION

- A. The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. It is the policy of the City of Yuba City that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to discrimination, harassment, or retaliation under any program, activity or hiring practice.

12. TERMINATION FOR CAUSE

- A. In the event the Contractor fails to meet the specifications of the contract, as determined solely by the City, the City may terminate the contract without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

13. TERMINATION FOR CONVENIENCE

- A. City may terminate the contract at any time and for any reason by giving specific written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination.

If the City terminates the contract provided in this paragraph, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

14. OTHER AGENCY “PIGGY-BACK” PROCUREMENTS

- A. Other municipalities, fire districts, or public agencies may be interested in participating in this bid. Such “piggy-back” awards will be made independently by each agency, and the City is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated “piggy-back” procurements. The bid proposal form includes a space for the vendor to indicate their willingness to allow other agencies the opportunity to “piggy-back”.

15. ADDENDUMS

- A. The bidder is responsible for checking the City’s website or calling the Finance Department at 530-822-4645 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) hours prior to the bid opening. The bidder is responsible for incorporating all addendum(s) into the original bid package. The bid proposal form has an area to indicate that if an addendum(s) was released by the City, it was incorporated into the bid proposal form by the bidder. If the bidder does not acknowledge the addendum(s), the City reserves the right to reject the bid.

16. PRICING

- A. Only those charges that are identified in the proposal and agreed upon by the City will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract.
- B. Increased charges must be justified to the City and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below. Prices may be adjusted annually (on the day the contract was signed by The City of Yuba City and the Contractor) by an amount not to exceed the CPI for All US Cities, All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. Contractor must provide the City thirty (30) day written notification of any proposed price increases.

- C. Price increases shall become effective thirty (30) days after the City receives written notification of such increases. The effective date shall be thirty (30) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

17. INSURANCE

- A. The proposer must provide proof of insurance as outlined in the attached insurance requirements. Proposer must submit a letter at time of proposal from the proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated herein and will be able to provide the certificate and endorsement for the coverage required. A copy of proposer's insurance policy will not satisfy this requirement.
- B. The Contractor shall be able to provide sufficient labor at all times to carry out the contracted work and shall obtain all the insurance required under this Section and, prior to executing the contract, shall furnish the City of Yuba City with satisfactory proof that the requirements of this Section have been fully complied with.

18. REFERENCES

- A. Bidders shall include in their response a list of at least three (3) organizations, which can be used as references for the delivery of similar products. Contractors shall endeavor to include references for public sector agencies. Include the company name, contact name, email address and telephone number for the contact person. Also include the length of contract and service provided. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

19. STANDARD AGREEMENT PERIOD

- A. The standard agreement period is for one (1) year with two (2) one (1) year extensions; contract is to start approximately the middle of September 2022. If it is mutually agreeable to the vendor and the City, the term of the agreement may be extended, not to exceed a total contract period of three (3) years. A copy of the standard agreement is attached for review.

PART II SPECIFICATIONS

Background and minimum qualifications

The City of Yuba City is soliciting proposals from qualified contractors to perform Tree Maintenance Services. This Request for Proposal (RFP) is to establish a contract for City wide tree maintenance services. Services will be on an “as-needed” basis in accordance with the following terms and conditions. Contractors will provide all labor, material, tools, equipment, and transportation necessary to provide services as specified herein

The City of Yuba City would like to enter into a one (1) year agreement with two (2) one (1) year extensions not to exceed three (3) years with a properly licensed Tree Service to provide tree maintenance services at various locations throughout the City.

Any contractors submitting a proposal shall have an active license Tree Service Limited Specialty Contractor, Class Code C-61/D-49.se. and maintain a certified ISA Arborist on staff and be registered with the DIR Department of Industrial relations. The successful contractor is required to have the necessary experience and qualifications to perform the tree maintenance services as outlined in this RFP

The proposals submitted in response to this RFP will be used as a basis for selecting the contractor for this project. The contractor’s proposal will be evaluated and ranked according to the criteria provided in the “Evaluation Criteria” section of this RFP.

All proposals shall comply with current federal, state, and other laws relative thereto. Contractor further agrees that the services proposed comply with all applicable Federal and State Occupational Safety and Health laws, standards for regulations, and that contractor will indemnify and hold the City harmless for any failure to conform.

Due to emergency response needs proposer’s place of business must be in Sutter County or the Sacramento Regional Market Area, defined as Sacramento, El Dorado, Placer, Sutter, Yolo and Yuba counties. Emergency response time should be within 2 hours of inquiry.

Any individual, partnership, joint venture or corporation submitting a proposal must demonstrate that the minimum qualifications listed in this RFP have been met in order to have their proposal considered.

Minimum Qualifications:

- Within the last five (5) years, bidder must have at least three (3) years of continuous experience in the ownership and direct management of a Tree service business as that which is proposed.
- Contractor shall be required to possess a State of California Contractor license and an ISA arborist certificate and be registered with the Department of Industrial Relations (DIR) prior to proposing on this project.

Rights Reserved:

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the City to do so. Furthermore, a contract award will not necessarily be made based solely on price. The City may negotiate with the Contractor to modify the scope of work at any time.

The prospective contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City.

Experience/Education/Credentials

The proposer shall be skilled and regularly engaged in this type of work. The proposer shall submit the number of years' experience, educational background, and credentials contained within his or her organization. The proposer is to indicate the experience, educational background, and/or credentials of the various employees that he or she employs. Please include any special workshops or seminars that have been recently attended or held.

Inquiries:

Any questions related to this RFP shall be submitted in writing to the attention of:
Kevin Rivera at krivera@yubacity.net or mail to the address above.

SCOPE OF WORK -

Typical “Tree Maintenance Services” will include:

- Removal of dead, diseased and weak limbs and/or trees
- Pruning to ISA standards as required; no lions tailing
- Provision of man lift equipment, when required (minimum reach of 50’)
- Provision of crane equipment, when required, for lowering of large limbs
- Provision of chipping and grinding equipment as required
- Capability of emergency response, which may be during inclement weather or fire emergency events. Must be available to provide immediate response to service call and be at the site within two (2) hours.
- Arborist reporting
- All tree work must be documented in Treekeeper
- All work order will be delivered to the tree contractor through Treekeeper

Work sites will be throughout The City of Yuba City, including various, City facilities, roadways, etc.

Site specific for roadways contractor shall be responsible for submitting a traffic control plan. The traffic control plan should be prepared by persons knowledgeable about the fundamental principles of traffic control plan and work activities to be performed. The design, selection, and placement of traffic control devices for a traffic control plan should be based on engineering judgment and the Caltrans Standard Specifications and Standard Plans as outlined in the Work Area Traffic Control Handbook.

Contractor shall be responsible for planning and conducting the work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal/OSHA and the California Department of Industrial Relations and shall take precautions required by all other applicable governmental regulations. Contractor shall furnish and post all work areas with warning signs and rope off the area if necessary.

Contractor shall take precautions to protect all public and private property during the performance of work. Any damages caused by the contractor’s personnel or equipment shall be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be solely the responsibility of the contractor.

In the event unsafe work is observed by City staff or otherwise reported, the Parks & Grounds Superintendent may at his discretion order contractor to stop performing work and pay all costs and or damages resulting from the delay.

All tree pruning performed under resultant contracts shall be in accordance with the latest standards set forth by the International Society of Arboriculture.

Contractors/builders must be licensed by the Contractors State License Board in order to perform work in California.

Tree Service Limited Specialty Contractor, Class Code C-61/D-49.

<http://www.labormarketinfo.edd.ca.gov/OccGuides/LicenseDetail.aspx?LicId=69910>

During the period of performance under awarded contract or contracts resulting from this RFP, the vendor agrees to maintain membership in the Tree Care Industry Association / International Society of Arboriculture (ISA) and maintain a certified Arborist on staff.

There shall be a maximum of 1-hour travel time covering vendor's time to arrive at the work site and back to his establishment. All hourly rates shall include any disposal costs. Vendor is to recycle wood waste whenever possible.

Contractors shall provide department representatives with "not to exceed" cost and equipment needed prior to performing any projects.

Safety Requirements:

All services and merchandise must comply with current California State Division of Industrial Safety orders and O.S.H.A.

Unrestricted Quantities:

The City is not limited to purchase all of its requirements from any contract resulting from this RFP award.

Non-assignment:

Contractor shall neither assign nor subcontract any of the services required under this contract without prior written consent of the City.

Integration Clause:

This contract constitutes the entire contract between the City and the contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between the City and the contractor regarding the subject matter of this contract are hereby terminated effective immediately upon full execution of this contract.

It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds the City harmless from any and all claims that may be made against the City based upon any contention by any third party that an employer-employee relationship exists due to this agreement.

It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of City as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.

If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms

of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.

It is further understood and agreed that as an independent contractor and not an employee of City, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a City employee, right to act on behalf of City in any capacity whatsoever as agent, nor to bind the City to any obligation whatsoever.

It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Prevailing Wages:

Contractor shall abide by the requirements set forth under Section 1773 of the Labor Code of the State of California for prevailing wages.

- Bidders are hereby notified that the California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification or type of worker needed to execute the work.
- It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the contract.

LABOR CODE REQUIREMENTS

Compliance with California Labor Code

- Contractor shall comply, and shall ensure that all Subcontractors comply, with California Labor Code sections 1720, *et seq.*, specifically including sections 1720 through 1815.
- Unless a contrary meaning is specified in the Contract Documents, the terms used in this Section 15 shall be as defined in the California Labor Code.
- Copies of the prevailing rate of per diem wages may be obtained from the Department of Industrial Relations at: www.dir.ca.gov/dlsr/statistics_research.html.

Prevailing Wage Rates

- Prevailing Wage Schedule. Pursuant to California Labor Code Section 1773.2, the California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A schedule of the most recent general prevailing per diem wage rates ("Prevailing Wage Schedule") is on file at the office of the Project Manager and will be made available to any interested party upon request. The Prevailing Wage Schedule is provided by the City for Bidder's information

only, and Contractor shall verify all appropriate prevailing wage rates and pay those rates as required. The Prevailing Wage Schedule is incorporated herein by reference. Contractor shall post a copy of the Prevailing Wage Schedule at the Project Site.

- Payment of Prevailing Wages. Pursuant to California Labor Code Section 1774, Contractor, and any Subcontractor shall pay not less than the prevailing per diem wage rates, as specified in the Prevailing Wage Schedule, to all workers employed in the execution of the Work. Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by such Subcontractors in the execution of the Work.
- Forfeiture for Violation. Pursuant to California Labor Code Section 1775, Contractor shall forfeit a penalty to the City in an amount determined by the California Labor Commissioner of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for the performance of any portion of the Work done by Contractor or, to the extent authorized by California Labor Code Subsection 1775(b), any Subcontractor. Such forfeiture amounts may be deducted from the Contract Amount.

PAYROLL RECORDS

- Pursuant to California Labor Code Section 1776, Contractor and all Subcontractors shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (a) the information contained in the payroll record is true and correct; and (b) the employer has complied with the requirements of California Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees for the Project.
- The payroll records identified pursuant to General Conditions Subsection 15.4.1 shall be certified, on forms provided by the Division of Labor Standards Enforcement (or contain the same information), and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - a. **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

June 20, 2014: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

January 1, 2016: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

- b. A certified copy of all payroll records shall be made available for inspection upon request to the City, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made to either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- Contractor or Subcontractors shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request.
 - Contractor shall inform the City of the location of such payroll records for the Project, including the street address, city, and county; and Contractor shall, within five (5) working days, provide notice of change of location of such records.

- Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Section 15.4 (including California Labor Code Section 1776). In the event Contractor fails to comply within the 10-day period, Contractor shall, as a penalty, forfeit Twenty-five Dollars (\$25.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. Such forfeiture amounts may be deducted from the Contract Amount.

Apprentices.

- Attention is directed to California Labor Code sections 1777.5, 1777.6, and 1777.7; and Title 8 of the California Code of Regulations, sections 200, *et seq.* To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, Contractor or Subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of the Work. Contractor is responsible for compliance with these requirements.
- Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journeyman trainees who may receive on-the-job training to enable them to achieve journeyman status in any craft or trade under standards other than those set forth for apprentices.
- Forfeiture for Violation. Pursuant to California Labor Code Section 1777.7, Contractor shall forfeit a penalty in an amount not more than One Hundred Dollars (\$100.00) for the first violation, and not more than Three Hundred Dollars (\$300.00) for each subsequent violation, for each full calendar day of noncompliance with California Labor Code Section 1777.5. Such forfeiture amounts may be deducted from the Contract Amount.

Workday.

- Contractor shall comply and shall ensure that all Subcontractors comply with California Labor Code sections 1810, *et seq.* Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and upon such conditions as are provided by law.
- Contractor and all Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Project. The record shall be kept open at all reasonable hours to the inspection of the City and the Division of Labor Standards Enforcement.
- Forfeiture for Violation. Pursuant to California Labor Code Section 1813, Contractor shall forfeit a penalty in an amount not more than Twenty five

Dollars (\$25.00) for each worker employed in work for the Project for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours in any one (1) calendar week in violation of the terms of California Labor Code Section 1810, *et seq.* Such forfeiture amounts may be deducted from the Contract Amount.

GENERAL INFORMATION

Underground Service Alert:

Underground Service Alert (1-800-227-2600) shall be notified 48-hours in advance prior to any excavation work.

Traffic Control:

Traffic control shall be set up at all work sites per Caltrans Standard Specifications and Standard Plans as outlined in the Work Area Traffic Control Handbook.

Response to Calls and Emergency Situations:

A 24-hour emergency phone number and name of two (2) contact individuals shall be provided to the Parks & Grounds Superintendent. In the event of an emergency, these individuals shall be able to be contacted seven days per week, 24-hours per day. The contractor shall respond and be on site within two (2) hours to any inquiries, telephone calls, and emergency situations emanating from City staff.

Traffic Control:

Traffic control shall be set up at all work sites per Caltrans Standard Specifications and Standard Plans as outlined in the Work Area Traffic Control Handbook.

Uniforms and Vehicle Identification:

The contractor shall provide to all field personnel a standard safety Class II or Class III reflective vest and or Class III reflective pants during any night work or any time the contractor is work in the road way. The contractor may provide work shirts with the company logo for identification. All personnel shall have a neat and clean appearance of personnel at all times.

All vehicles and equipment on the project site shall be in operable and working condition, clean appearance without visible damage, dirt, graffiti, etc. In addition, all vehicles shall have the company's name clearly identified on the right and left side doors.

Litter Control:

All areas, including drainage inlets, pipes and paved areas, shall be kept free of all leaf debris, trimmings. Debris shall not be blown into streets or onto adjoining properties. The contractor shall be responsible for the removal of such debris.

Tree Maintenance:

The contractor shall provide Tree Maintenance and or removal trees shall be maintained in an erect, upright Position Pruning and trimming of trees shall include removal and disposal of any sucker growth located around the base of the tree and removal and disposal of any branches that are necessary to be cleared to provide a minimum clearance over any sidewalks (7') or roadways (14'). All tree pruning performed under resultant contracts shall be in accordance with the latest standards set forth by the International Society of Arboriculture. Please do not apply a "lions tailing" technique when pruning trees.

Vandalism and Theft:

The City shall be responsible for costs arising from acts of vandalism and/or theft to City property, which has not been caused, by contractor operations, contractor, or their employees. The Parks & Grounds Manager shall be notified immediately by the contractor in regards to any committed acts of vandalism and theft.

Median Maintenance:

Tree Maintenance in median areas shall include all clipping trimmings and chips keeping the medians free from debris and in a clean manner.

Traffic lane closures when trimming trees shall not take place between 7:00-9:00 a.m. or 4:00-6:00 p.m., Monday-Friday without authorization. Weekend may be required and or Emergency tree removal 24 hours a day 7 days a week.

Maintenance Inspections:

The contractor shall meet on site with the Parks & Grounds Superintendent for periodic walk-through inspections and clarification of scope of work. Inspections shall be both visual and operational. These site inspections may or may not be announced. Contractor attendance may not be required at these inspections.

Green Waste:

Only green waste materials generated from the Tree Maintenance contract shall be disposed of at the cities Corporation Yard, 1185 Market Street, Yuba City, CA.

Plant and Tree Replacement:

The Contractor will replace any material, trees and plants that have been damaged beyond the control of the Contractor. The Contractor will be responsible for providing the labor to replace the plants. Contractor will replace any plant material damaged or destroyed in the course of Contractor's maintenance procedures at no cost to the City. Contractor will notify the Parks & Grounds Superintendent of the location and quantity of plants to be replaced.

Contractor Neglect:

Any damage to the City's property resulting from Contractor's neglect shall be corrected at no additional cost to the City. Loss of plant material due to improper care is included.

Dismissal of Unsatisfactory Employees:

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Parks & Grounds Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive or foul language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all contractors. The intent of these guidelines is to assist contractors in preparation of their proposals, to simplify the review process, and to provide standards to better compare proposals.

Proposals shall contain the following information in the order listed:

1. Capability and Experience of Contractor

Contractor shall provide the following information:

- Specify the resources the contractor will dedicate to the scope of work identified in this RFP. Specify the current and anticipated number of staff that will be assigned to support this Contract.
- Provide a detailed organizational chart depicting the contractor's hierarchy, each position and number of positions by job classification, who they report to, different crews, etc.
- Present job qualifications of key contract staff including general manager, superintendent, supervisor, and lead tree workers.
- Detail training and safety precautions taken to perform the scope of work identified in this RFP.
- Provide history, if any, of trimming of palm trees. Indicate how many years providing work. Provide list of clients providing work for.

2. Past Performance

Contractor shall provide a written description of present/past performance on contracts of similar size and scope including such factors as reliability, compliance with contract terms and conditions.

Contractor shall also include in their proposal a list of at least three (3) organizations which can be used as references for performance of similar services, **at least one (1) of which must be a current client**. Bidders shall endeavor to include references from public sector agencies. References shall include the company name, contact person, phone number, email and dates that similar services were performed. References will be checked to determine the quality of work performed and personnel assigned to the job.

3. Cost of Proposal

Provide on the Proposal Form the requested prevailing wage rates for people and equipment. Hourly rates costs shall include California Sales Tax where applicable.

4. Conflict of Interest Statement

The contractor shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract. The contractor shall also list current clients who may have a financial interest in the outcome of this contract.

EVALUATION CRITERIA

Contract Award

Contract award will be made to the contractor deemed to be the most responsive, responsible, and experienced, who displays the qualifications best corresponding with the City's interests, and possesses the means to fully and faithfully execute the scope of work specified. The City shall be the sole judge of whether or not a contractor meets these requirements.

Disqualification

A contractor may be disqualified for any of the following without further consideration:

- Incomplete proposal
- Lack of experience, responsibility as shown by past work, references, financial stability or other factors, and license or certificates
- Default or termination of other contracts
- Omission, inaccuracy, misstatement, or failure to file all required documents
- Other causes as the City deems appropriate at the City's sole discretion

PROPOSAL CHECKLIST

The checklist below is provided as a resource to ensure that contractors submit complete proposals in accordance with the “Proposal Requirements” section of this RFP. At a minimum, the items that should be included in a proposal include the following:

- Capability and experience of contractor – written description
- Past Performance – written description
- Registered with DIR
- References
- Cost Proposal Form
- Safety precautions/plan to be taken to perform scope of work
- Arborist Certificate
- Contractor license
- Palm Tree information, if any

Any proposals submitted without the items specifically listed above may be disqualified.

COST PROPOSAL FORM

COMPANY NAME: _____

NAME: _____

TITLE: _____

SIGNATURE OF BIDDER: _____

CONTRACTOR LICENSE NO.: _____ CLASSIFICATION: _____

BUSINESS ADDRESS: _____

TELEPHONE NO.: () _____

EMAIL: _____

FEDERAL TAX ID NO.: _____

DIR # _____ ARBORIST # _____

In accordance with the Request for Proposals, the bidder declares that the services offered are in accordance with all requirements of the scope of work. Further, the bidder declares that he/she is authorized to enter into an agreement on behalf of the above-named business.

Classification	Hourly rate based on prevailing wages per person	Mark Yes if own equipment; Mark No if do not own equipment
Arborist Consultation and Reports	\$	
Tree Trimmer	\$	
Grounds Person	\$	
100ft crane	\$	
Man lift / Aerial Truck	\$	
Chip Truck	\$	
Brush Chipper	\$	
Stump Grinder with truck	\$	
Tree Keeper Data Entry	\$	



**APPENDIX A
STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____ 20 ____ in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and _____, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A
MUNICIPAL CORPORATION**

CONTRACTOR

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor. Should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance

_____.

APPENDIX B INSURANCE REQUIREMENTS FOR MOST CONTRACTS

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*