

CITY OF CARSON, CALIFORNIA

REQUEST FOR PROPOSAL

CONTRACT TREE TRIMMING SERVICES

NO. P17-25

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Notice Inviting Bids	3
I.	General Information	3
II.	Proposal Content	4-5
III.	Terms of Contract	5
IV.	Scope of Service	5
V.	Required Qualifications	5-6
VI.	Prevailing Wages	6
VII.	Pruning Standards and Specifications	6-9
VIII.	Tree Removal	9
IX.	Wildlife Avoidance/	10
X.	Safety	10
XI.	Emergency/On Call work	11
XII.	Clean up	11
XIII.	Disposal of Materials	12
XIV.	Inspection	12
XV.	Schedule of Work and Hours of Operation	13
XVI.	Brochure/letter	13
XVII.	Billing	14
XVIII.	Photographs	14
XIX.	Tree Work Pricing	15-17
XX.	Proposal Content Checklist	18
XXI.	Submittal Procedures/General Requirements/Terms & Conditions Pre-Conference Meeting	19-27
XXII.	Proposal Submittal and Schedule	28
XXIII.	Proposal Evaluation	28-29
XXIV.	Firm Profile	30-32
XXV.	Proposal Bond - Labor & Materials - Faithful Performance Bonds	33-36
XXVI.	Exhibits	37-41
XXVII.	City Map – Tree Maintenance Zones 1 through 21 (See attachments)	42

**NOTICE INVITING PROPOSALS FOR
TREE TRIMMING SERVICE FOR
THE CITY OF CARSON**

I. GENERAL INFORMATION

The City of Carson intends to award a contract to one tree management firm to provide annual services for tree maintenance services in the City or Carson for public parks, various civic facilities, streets and medians.

Selection Process: All Proposals will be reviewed by a Selection Committee. The contract will be awarded to the firm which meets all of the City's requirements as outlined herein, and which offers the most advantageous combination of pricing, service, program, and ranking for the various components contained herein.

The City reserves the right to select a firm based on any or all factors of value, whether quantitatively identifiable in this proposal or not, including but not limited to, the anticipated initiative and ability of the firm to perform the services required.

Proposals must be submitted electronically using Planet Bids. To access and register for this proposal please visit the City of Carson Website at:

<http://ci.carson.ca.us/Finance/Purchasing.aspx>

Under Bidding Opportunities click on the link:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

II. PROPOSAL CONTENT

Cover Letter

Provide a one-page cover letter including firm name, address, and telephone number of the contact person (s) authorized to discuss the proposal on behalf of the firm. The cover letter must bear the signature of the person authorized to execute a contract on behalf of the firm.

Title Page

Each proposal shall contain a title page.

Table of Contents

A comprehensive table of contents of material included in respondent's proposal is required.

Work Statement and Quality Control Plan

Present a statement of the firm's understanding of the work to be performed, a description of the methods and techniques to be used by the firm to achieve the objectives of the contract, and a positive statement of commitment to perform such work if awarded the contract by the City.

Costs for Services (Tree Price Schedule - Pages 15 -17)

Outline in detail all costs for services specified within for the duration of the contract term. The cost detail needs to demonstrate that the proposed cost is realistic based upon reasonable cost estimates specific to this contract.

Staff Qualifications

Demonstrate that the organization is adequately staffed and trained to perform the required service, or indicate the firm's capability of recruiting such staff if necessary to do so for this contract. This shall include the employment of an arborist, certified through the International Society of Arboriculture (ISA), available during the term of the contract, and designated as Site Supervisor. Contractor shall maintain at least one (1) English speaking foreman, on-site, at all times.

Corporate Capability

Provide a summary of relevant background information to ensure that the prospective firm has the capacity to perform required services and the necessary contract experience and corporate capacity – financially and programmatically – to perform contract as specified.

References

Provide a list of all client accounts which exceed \$25,000 obtained by firm within the last three (3) years. Include name, address, telephone number, length of service for contract and the name, title and phone number of contact person.

Acceptance of Conditions

Provide a statement offering the firm's acceptance of all conditions listed in this Request for Proposal (RFP) document. Any exception on the Contractor's behalf must be clearly outlined in the response.

III. TERMS OF CONTRACT

The term of this agreement shall commence May 1, 2018 to April 30, 2021, with an option for an additional 3 years. In order to exercise this option, the City shall provide the Contractor thirty (30) days written notice prior to the end of the agreement year of its desire to extend the agreement. The Contractor agrees to provide the services described in the attached proposal for said additional periods, should the City give the required notice. In addition, the City has the right to terminate the contract with or without cause at any time with 30 day written notice to the contract administration of record.

IV. SCOPE OF SERVICE

The services to be performed by Contractor shall consist of tasks set forth in the Specifications. The Specifications are incorporated herein by reference. The Specifications and this agreement do not guarantee any specific amount of work; as the scope, inventory and trimming frequency of trees may increase or decrease annually depending upon public policy or available funding resources. The city currently trims every tree within the City at least once every 3 years. The City's current tree inventory is approximately 21,150.

V. REQUIRED QUALIFICATIONS

The firm must hold a State of California Contractor's License (C-27) and (C-61/D-49) Tree Service License in addition to providing current OSHA certification of all aerial devices to be used during this project. Both of these provisions must be provided at time of proposal submission and be kept current throughout the entirety of the contract.

Persons performing the work outlined in the contract must be qualified and trained in the tree maintenance industry. This will include the staffing of an arborist, certified through the International Society of Arboriculture (ISA) employed throughout the term of the contract as Site Supervisor.

The firm must have satisfactorily completed at least five (5) separate and individual Southern California municipal tree trimming contracts within the last five (5) years. Each project shall be of comparable size and scope to this project. Descriptions of these projects and contact persons must be included in response to this proposal.

The firm must enclose a “Quality Control Plan” at the time of proposal submission. The Quality Control Plan shall provide the City with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, at the time of proposal submission, the firm must submit to the City for approval, a current Safety Manual which meets SB 198 requirements for injury and illness prevention.

VI. PREVAILING WAGES

In accordance with the provisions of Section 1770 et seq., of the California Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor code, Part 7, Chapter I, Article 2, Sections 1770, 1773, 1773.1.”

Attention is directed to the provisions of Sections 1777.5 and 1776.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. The Contractor and any subcontractor shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or the Division of Apprenticeship Standards and its branch offices.

VII. PRUNING STANDARDS AND SPECIFICATIONS

1. All work shall conform to the Pruning Standards of the Western Chapter International Society of Arboriculture (ISA) in ANSI A300 –(2017 Pruning) and specifications set forth herein as well as in the Carson Municipal Code under the “Public Safety” section, Tree Protection Ordinance (CMC Article III, Chapter 9). In all cases, the City’s representative shall have the sole discretion in determining conformance and acceptability of trees trimmed by Contractor. Trimmed trees rejected by the City’s representative shall be excluded from payment, or redone at no cost, to the reasonable satisfaction of the City’s representative.
2. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute (ANSI), Z 133.1-1988 (or more recent) Safety requirements including any City special conditions.

3. Contractor shall provide and post “No Parking” signs 48 hours in advance of the work on streets which have trees which are to be trimmed, while considering and coordinating with the street sweeping predetermined schedules. Nails, staples, screws, or tacks shall not be used to post signs. It is acceptable to use string, wire, or tape.
4. Contractor shall maintain good public relations at all times. Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree trimming operations. Contractor shall maintain at least one (1) bilingual (English and Spanish) speaking foreman, on site, at all times. Contractor shall be responsible for notifying residents at each location of the intended tree operations in the form of posting at the Contractor’s expense at least two (2) days prior to beginning work at such location.
5. Contractor shall exercise precautions as necessary when working adjacent to aerial or underground utilities. In the event that aerial utility wires present a hazard to Contractor’s personnel or others near the work site, work is to immediately cease and Contractor shall immediately notify the appropriate utility company and the City. Work shall then commence in accordance with instruction from the utility company, and Contractor shall notify City of such instructions. Contractor is responsible to notify Underground Services Alert (USA) at 1-800-422-4133.
6. No hooks, gaffs, spurs or climbers shall be used by anyone employed for trimming. Plants or other material growing on or attached to the trees shall be removed to ground level at time of tree trimming. All visible nails, screws, staples, wire, or tacks shall be removed if possible without further damaging the tree.
7. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth, but not flush cut.
8. When trimming fungus, disease or fire blight-infested limbs or fronds, all pruning tools shall be cleaned after each cut with approved disinfectant.
9. Unless otherwise approved in writing by City, trees are to be trimmed block by block, subject to the instructions of the Contract Officer or his or her authorized representative.
10. When trimming fungus, disease or fire blight-infested limbs or fronds, all pruning tools shall be cleaned after each cut with approved disinfectant.
11. Topping is not permitted on any tree, except by specific direction from the Contract Officer. “Rounding off” shall be considered topping. Restoration pruning shall be done on formerly topped trees as a regular part of work.

The specific techniques employed shall be consistent with industry practice as previously stated, for the size and species of the tree being trimmed.

Contractor shall raise lower limbs on the street side and to the sidewalk side, where practical, to a minimum height of 13'6" from the top of the curb, and 9' from the sidewalk, without detracting from the natural shape of the tree. Contractor shall trim to clear streets lights within 10 feet. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Crown reduction cuts shall be done to minimize branch end weight load. Trees must be trimmed to clear all structures by at least 5'.

Palm Trim shall consist of: removing all dead or drooping fronds and fruiting structures as close to the trunk as possible without cutting into outer trunk line, leaving, at least, all healthy fronds above horizontal. On all Date Palms, pruning tools and live cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods.

Contractor shall ensure that private property and vehicles at work locations are not endangered or damaged during the course of work. City will serve as mediator between Contractor and the owner of damaged property in the event damage occurs during the course of work pursuant to this Agreement.

Contractor shall be responsible for the protection of all improvements adjacent to work areas, including, but not limited to, sprinkler systems, drain pipes, lawns, plantings, brick or masonry work, mailboxes, lights, fences, walls, sidewalks, lawns, and paving located on public or private property. If any improvements are removed or damaged by Contractor, other than those scheduled for removal, such improvements shall be replaced in kind at no cost to City, and to the satisfaction of City and the affected property owner no later than five (5) working days after the date of damage or removal. Plywood or better is to be provided by Contractor and used to protect any lawns from damage.

Brush and debris shall be removed, sidewalks swept, parkways raked out and gutters cleaned daily. Cut branches ("hangers") shall not be left in the trees. No brush, leaves, debris, trucks, or equipment shall remain on the street overnight without the written authorization of City's representative. City's representative shall be the sold judge as to the adequacy of clean up and shall have the authority to direct further clean up with results the same day. This may include use of City staff on overtime, which will result in costs deducted from Contractor's billing.

All green waste produced as a result of Contractor's operations pursuant to this Agreement will be reduced, reused, recycled and/or transformed and documentation will be provided as set forth in the Proposal. Materials which are reduced, including chipping, grinding, and shredding operations, are to be disposed at a recycling yard for use in a tub grinding and mulching program. If materials which are reused, including, chipped, ground or shredded tree materials as mulch, are taken to a location outside the City, Contractor shall submit documentation from the property owner indicating the

location and amount of material used. If recycled or transformed firewood that is too large to be chipped, ground or shredded for use as mulch is to be kept for firewood by Contractor, Contractor shall provide to City proof of such an operation. Tree chips diverted for mulch within the City shall be reported by approximate tonnage.

In cases where it is determined that the trees scheduled for removal have died due to Eucalyptus Longhorn Borer, Turpentine Beetle, Polyphagus Shot Hole Borer, or other pests or diseases, the wood shall be disposed of by hauling to an appropriate disposal station. At no time shall any wood from trees having died from the above be hauled anywhere other than the appropriate disposal station. The City Representative must approve the disposal station or method prior to any disposal taking place. While in transport, the Contractor shall make sure that no debris spills out of any truck, and if so, take appropriate steps to clean them up. Cost of transportation and dumping fees will be the responsibility of the Contractor.

Trees with known pathogens that can be spread with pruning tools shall be pruned using additional caution. All significant pest, disease or structural weaknesses or defects observed by the Contractor while performing this work shall be promptly reported to the City. Avoid pruning on windy days, as determined by the Contract Manager, to reduce the transmission of spores. 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. Acceptable sterilization methods include a ten percent (10%) bleach solution for ten (10) minutes or handheld butane/propane torch heating for 15 seconds per side. All major diseases and/or pest problems shall be promptly reported to the Contract Manager.

Wood with known wood-boring insect infestations shall be chipped into pieces smaller than four (4) inches. Wood that is infected with disease shall be handled and disposed of in a manner that minimizes the possibility of transmission of the disease. This might entail not working on windy days, as determined by the Contract Manager, to reduce transmission of spores and transporting green waste in covered containers.

Contractor shall provide a tree site database for the City and shall continue to maintain and update the database throughout the term of this Agreement, by area as it is billed. The data will be collected in fields that represent each individual tree. The records include Tree Species, Condition, Diameter (DBH/DSH), GPS Location, and Date of last maintenance and inspection Comments. City may modify the foregoing fields to accommodate City's needs.

VIII. SPECIFICATIONS FOR "TREE REMOVAL"

Tree removal is an integral part in the maintenance of the community forest. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an eighteen inch (18") depth. Grinding of stump shall be completed within twenty-one (21) days of tree removal, and the parkway area within twelve feet (12') in either direction of the removed tree shall be consistently level to plus

or minus one inch from adjacent curb top and sidewalk. Contractor must comply with all underground service alert requirements and reporting. All excavation as a result of this process shall be back filled and/or consistently level with surrounding soil and hardscape, compacted and fine graded, but allowing for some settling. The trees to be removed shall be marked by the Contract Manager with an orange band of paint around the tree trunk. Only those trees so marked shall be removed by the Contractor.

Trees shall be felled in a manner consistent with industry practice with the primary emphasis on the safety of the public and the protection of adjacent property.

The Contractor shall be responsible for contacting Underground Service Alert (USA) at 1-800-422-4133 for the locating of underground utilities prior to stumping operations.

IX. WILDLIFE AVOIDANCE/MIGRATORY BIRD TREATY COMPLIANCE

The Contractor must at all times provide each crew with a full time on site Certified Tree Worker who is also a Certified Wildlife Protector. To minimize conflicts with nests, trees should be inspected carefully for nests and cavities using binoculars prior to pruning.

All federal laws, such as the Migratory Bird Treaty Act, Endangered Species Act, and state and local laws that protect birds and wildlife located in trees should be followed.

When feasible, trees should be scheduled for removal during non-breeding/non-nesting season. Trees scheduled for pruning or removal during the breeding/nesting season shall be visually inspected at ground level with binoculars to verify that there is no wildlife present. If wildlife is located in the tree, the tree shall not be pruned and the Contract Manager shall be notified.

X. SAFETY

Contractor shall conform to all Caltrans Department of Transportation Traffic Safety requirements and operating rules at all times while performing services pursuant to this Agreement (WATCH, 2012 or most current).

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute (ANSI), Z 133.1 (most current version) Safety requirements including any City special conditions.

Contractor shall provide and post “No Parking” signs at least 48 hours in advance of the work on streets intended to be trimmed, while considering and coordinating with the street sweeping predetermined schedules.

Contractor shall supply and use all safety equipment necessary to close or delineate traffic lanes to through traffic, including high visibility Arrow Board(s) where

appropriate. Sign stands, delineators and/or cones shall be used to identify the work site for pedestrian and vehicular safety.

Where work is in progress, no street may be closed. Work may be performed on only one side of the street at a time.

Contractor shall exercise precautions as necessary when working adjacent to aerial or underground utilities. In the event that aerial utility wires present a hazard to Contractor's personnel or others near the work site, work is to immediately cease and Contractor shall immediately notify the appropriate utility company and the City. Work shall then commence in accordance with instruction from the utility company, and Contractor shall notify City of such instructions. Contractor is responsible to notify Underground Services Alert (USA) at 1-800-422-4133.

XI. SPECIFICATIONS FOR "EMERGENCY / ON-CALL WORK"

The Contractor shall be required to provide emergency / "on-call" response to hanging limbs, wind damaged or down trees. This may be at night or during storm conditions. The Contractor shall be given specific locations and the work to be done at each location via telephone call from the Contract manager. The Contractor shall be required to start the work indicated within ninety (90) minutes of the initial telephone call and report back to the Contract Manager upon completion of the work specified.

The Contractor is required to provide 24 hour emergency phone numbers and names of a minimum of two (2) contact individuals within one week of award of contract. Should the phone number or contact person change during the course of the contract those changes must be provided to the City.

The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines, the contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid on a per "crew hour" basis. This shall include all labor, tools, equipment, disposal fees, and materials necessary for completing the emergency work.

XII. CLEAN UP

Each day's scheduled work shall be completed and all debris, cuttings, trimmings removed from the site: UNDER NO CIRCUMSTANCES SHALL ANY BRUSH, LEAVES, DEBRIS, TRUCKS, OR EQUIPMENT REMAIN ON THE STREET OVERNIGHT WITHOUT AUTHORIZATION FROM THE Contract Manager.

The Contract Manager shall be the sole judge as to the adequacy of the clean-up and will have the authority to direct further clean up with results expected that same day. This

may include use of City personnel on an overtime basis, which will result in costs deducted from contractor's billing.

Contractor shall be responsible for the protection of all improvements adjacent to the work areas, including but not limited to, sprinkler systems, drain pipes, lawns, plantings, brick or masonry work, mailboxes, lights, fences, walls, sidewalks, street paving, etc. located on either public or private property. Any improvements removed or damaged, other than those scheduled for removal, shall be replaced in kind at contractor's expense without cost to the City, and to the entire satisfaction of City staff and/or property owner. Replacement shall be no later than five (5) working days from date of damage, unless extended by the Public Works Superintendent.

XIII. DISPOSAL OF MATERIALS

All green waste produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. Weight slips will be required as proof of final disposal and must be submitted with each demand for payment.

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 tub grinding and mulching, or composting program and proof of such will be provided with each demand for payment.

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

Recycling will include, but not be limited to, firewood that is too large to be chipped, ground or shredded for use as mulch. Transformation will include, but not be limited to, firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by Contractor, the Contractor must provide to the City proof of such an operation with each demand for payment.

XIV. INSPECTION

The Contract Manager shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge with respect to the process, workmanship and character of materials and equipment used and employed in the work.

Inspection of the work shall not relieve the Contractor of any obligation to fulfill the contract and/or complete the project as prescribed. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the Contract Manager and accepted for payment.

Any work found to be unacceptable will be noted in writing. Upon receipt of said letter noting these deficiencies, the Contractor shall make a reasonable good faith effort to correct the deficiencies as determined by the Contract Manager within a reasonable period not to exceed five (5) working days from notification. After this time period, if unacceptable conditions still exist, the City has the right to deduct payment or terminate the contract immediately without penalty or prejudice.

XV. SCHEDULE OF WORK AND HOURS OF OPERATION

Contractor shall be required to be available for the commencement of work within fifteen (15) working days of award of contract. Contractor shall, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location and completion of work based upon the information provided by the Contract Manager.

Contractor shall notify the City of any changes in start date of each tree maintenance operation at least 24 hours in advance. Should the Contractor discontinue work for any reason, the City must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

The general hours of operation shall be 7:00 a.m. to 4:30 p.m. with respect to any chipping, cutting or other operations generating harsh or unusual noise. The days of operations shall be Monday through Thursday. However, some areas within the City may require that work be completed at night and on weekends as so advised by the City. The contractor shall schedule operations with the Contract Manager to accommodate the City's 4/10 work plan. **NO WORK SHALL BE PERFORMED WITHOUT THE WRITTEN PERMISSION OF THE CONTRACT MANAGER.**

In addition, the Contractor, field leadperson or foreperson shall meet with the Contract Manager each Monday between 7:00 and 7:30 a.m. for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job during the previous week.

XVI. BROCHURE/LETTER

Public Notice of the Tree Trimming Program shall be supplied by the Contractor with final approval by the City; a draft copy to be included with the proposal submittal.

XVII. BILLING

The Contractor is required to submit all bills to the City by street address, tree species and other appropriate data acceptable to the City. Each invoice shall include all recycling receipts or proof of reusing and reducing operations. Failure to comply with the specified format will result in non-payment until said requirement is met.

XVIII PHOTOGRAPHS

When requested, Contractor shall supply the Contract Manager with photographs of “Before and After” trimming that are suitable for reproduction.

Contractor shall supply the Contract Manager with photos of sites where damage has occurred to public and/or private property or person (s).

XIX. TREE PRICE SCHEDULE - RFP NO. 17-25

(Contractor to provide all materials, supplies, personnel, etc. except where stated otherwise)

ITEM NO.	UNIT DESCRIPTION	UNIT PRICE IN FIGURES
<u>TREE TRIMMING BY ZONE</u>		
1	per tree small, 0-6" DSH	_____
2	per tree medium, 7-18" DSH	_____
3	per tree large, over 18" DSH	_____
4	Date palms	_____
5	Mexican fan palms	_____
6	Queen, Majesty, Kentia, other (King palms are excluded from trimming as they are self-cleaning)	_____
<u>REMOVALS</u>		
7	per inch DSH Complete tree and stump	_____
8	per inch DSH tree removal only	_____
9	per inch Dia. stump removal only	_____

**TREE PLANTING
LABOR ONLY***

10 per tree
15 gallon _____

11 per tree
24 inch box _____

12 per tree
36 inch box _____

13 per tree
48 inch box _____

*City to furnish trees
and planting materials

TREE WATERING

14 per day
watering of
planted trees _____

CREW RENTAL

15 per hour
3 people, aerial unit,
dump truck & chipper
(Day Call Out) _____

16 per hour
Emergency Work
(Night and weekend Call
Out) _____

**OPTIONAL
ADDITIONAL
TRIMMING (NON-
ZONE YEARS)**

17 per tree
Queen Palms (dead fronds
and fruit stalks only) _____

18 per tree
Ficus benjamina (raise for
street clearance) _____

19 per tree
Coral trees (crown reduction
to reduce limb loss) _____

TOTAL
CONTRACT
AMOUNT

1.) All trees @ 7 zones per year,
plus 5% removals

—

2.) Same as above but also
[include optional trimming
every non cycle year (2 out of
three years of the cycle) For
Ficus benjamina, Queen
Palms and Coral Trees.

XX. PROPOSAL CONTENT CHECKLIST

Description	
Cover Letter	
Table of Contents	
Work Statement & Quality Control Plan	
Costs For Services-Tree Price Schedule	
Staff Qualifications	
Corporate Capability	
References	
Acceptance of Conditions	
Contractor's License (C27)	
OSHA Certification of Aerial Devices	
Arborist Certification (Int'l Society of Arboriculture)	
Quality Control Plan	
Tree Worker Certification (Int'l Society of Arboriculture)	
Completion of Five (5) Municipal Tree Trimming Projects	
Safety Manual Meeting SB 198 Requirements	
Traffic Control Plan	
Brochure/Letter (Public Notification of Tree Maintenance)	
Safety Program	
Scheduling of Work	
Invoice/Sample Billing	
Validity Period Statement	
Contractor's Information Report	
Proposal Bond (10%)	

XXI. SUBMITTAL PROCEDURES/GENERAL REQUIREMENTS/TERMS AND CONDITIONS

PROPOSAL SUBMITTAL

Proposals shall be submitted per directions in section I. (General Information) at the time and day specified. Proposals shall be accepted up to 5:00 P.M., on January 4, 2018. Proposals cannot be withdrawn or corrected once opened. Proposals shall not be disclosed to competing firms or the public until City staff has made a final selection and recommendation to the City Council. The RFP does not commit the City to award a contract.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are defined by the consultant as business or trade secrets, and marked "Trade Secret," "Confidential," or "Proprietary," or if disclosure is required under the Public Record Act. Any changes to the RFP requirements will be made by addendum.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal shall be without interlineation, alterations or erasures. Alternative proposals shall not be considered unless requested. No oral, telegraphic, or telephonic proposal modifications will be considered. The proposal may be withdrawn by the bidder without prejudice prior to, but not after the time fixed for accepting of proposals, by going back into the system and selecting "withdrawal".

Proposals shall be submitted in accordance with the form prescribed by the City of Carson. Failure to respond in this manner may render the proposal non-responsive.

PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference shall be held on December 19, at 10:00 A.M. at the following location:

CITY OF CARSON
Corporate Yard
2390 East Dominguez Street
Carson, CA 90810

ISSUING OFFICE

The Request for Proposal is issued for the City of Carson by the Purchasing Division. However, all questions or requests for interpretation regarding this RFP solicitation must be submitted online through Planet Bids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through Planet Bids. Any City response for this RFP that is not posted through Planet Bids is unauthorized and will be considered invalid.

RECEIPT OF PROPOSAL

Bidder is solely responsible for “on time” submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

PROPOSAL SIGNATURE

If the proposal is made by an individual, it shall be signed with the full name of bidder and complete address given. If made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his/her name, and the name and address of each member shall be given. If it is made by a corporation, the name of the corporation shall be provided and signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

CONTRACTOR LICENSURE

Each proposer must include a statement that they are licensed in accordance with the requirements of the State of California and state the license number and expiration date. Additionally, a statement that all representations in the proposal are true and correct and made under penalty of perjury.

REJECTION OF PROPOSALS

The City of Carson reserves the right to reject all or any part of a proposal, to waive any informality in the request for proposal process, and to select the services which shall be deemed in the best interest of the City.

It is the intent of the City of Carson to select the lowest responsible proposal based on evaluation of the responses to this request. However, the City reserves the right to reject any and all proposals prior to the execution of an acceptable contract.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing any deviation from specifications, manufacturer name and model numbers, availability of product warrants, and delivery charges. Issuance of the Request for Proposal does not commit the City of Carson to award any contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services or supplies from any respondent.

INTERPRETATION OF PROPOSAL DOCUMENTS

Should a party responding to this document find discrepancies in, or omissions from the specifications, or should such a party be in doubt as to their meaning, the party responding shall notify the City immediately. Should it be found necessary, a written addendum may be sent to all bidders. Addenda issued during the proposal period shall form a part of the contract and shall be included with the proposal.

ADDENDA TO THE REQUEST FOR PROPOSAL

The City of Carson reserves the right to make such changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by a written addendum, which shall be issued by the City to all prospective bidders who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal.

NON-DISCRIMINATION

The successful selected proposer shall be required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, AIDS disability, sex or national origin. The proposer shall be required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color ancestry, age, sexual orientation, AIDS disability, sex or national origin.

COMPLIANCE WITH LAWS

The proposer shall comply with all applicable laws, ordinances, and codes of the State and local governments, all regulations and rules relating to affirmative action, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

Vendors products, services, and facilities shall be in full compliance with all applicable Federal, State, local, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

LENGTH OF CONTRACT

This request for proposals seeks responses which will enable the City to award a purchase contract for a three (3) year period, with an option to extend the contract for an additional three (3) years under the same terms and conditions, with a further provision that the City may cancel the contract thirty (30) days written notice with or without cause.

ESCALATION

Request for price adjustments must be submitted at least thirty (30) days prior to the annual anniversary date. Adjustments upward or downward shall not exceed the U.S. Department of Labor Statistics for the Long Beach Metropolitan Area for all Urban Consumers per year and must be approved by the City Manager.

OPTIONS TO EXTEND

The City may, at their option and with the approval of the Contractor, extend the period of this agreement for an additional three (3) year period. The Contractor shall be notified in writing of the City's intent to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the vendor may be rejected. If, in the opinion of the City, such information is intended to mislead its evaluation of the proposal, and the attribute condition or capability is a requirement of this proposal, the false information shall be a sufficient basis for rejection of the proposal.

AWARD OF CONTRACT

No contract exists on the part of the City until the City Council has made the award and the purchase order has been executed. The City reserves the right to reject any or all proposals, to waive any informality in the request for proposal process, and to make awards as the interest of the City may require. The award, if made, will take place by the City within approximately ninety (90) calendar days after the scheduled proposal opening date. The City reserves the right to accept all or any part of a proposal.

INSURANCE

Contractor shall furnish the City with, and thereafter maintain in full force and effect throughout the term of the Agreement, a policy or certificate of liability insurance, in which the City is named as an additional insured with Contractor covering all claims for personal injury or property damage which may arise in connection with the performance of services.

The policy shall specifically insure the city, its officers and employees while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed, and shall be subject to the approval of the City Attorney of the City.

The Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of an agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's acts or omissions rising out of or related to Contractor's performance under this Agreement. Such insurance shall be in a combined single limit of \$2,000,000.

Contractor shall maintain on file with the City, a copy of Contractor's Workers Compensation insurance policy, or a certificate thereof, providing the necessary worker's compensation insurance.

Such policies or certificates shall contain a provision that such insurance shall not be canceled or terminated without thirty (30) days prior written notice to City. Any such termination during the term of this agreement shall be cause for termination of this Agreement by City. The company providing said insurance shall be licensed by the State of California or rated A or better in Best's Insurance Guide.

ASSIGNABILITY

It is mutually understood and agreed that the successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title, or interest therein, or the power to execute such contract, to any other person, company or corporation without prior written consent of the Contract Manager.

INDEMNIFICATION

The proposer or Contractor shall indemnify and hold harmless and defend the City or any additional assignees as designated by the City, its agents and employees from any and all liability or loss, resulting from any suits, claims or actions brought against the City, which result directly or indirectly from the wrongful or negligent action of the proposer/contractor in the performance of the contract.

SUPPLEMENTS TO REQUEST FOR PROPOSAL

If the evaluation of any proposal indicates minor non-compliance or variance with Request for Proposal, the City of Carson may, but need not make written request to the proposer/contractor for a supplement to the submitted proposal. Such request shall attempt to identify the non-compliance or variance, and shall establish a date in which the supplement to the Request for Proposal may be submitted. If so requested, the proposer/contractor may submit a supplement to the Request for Proposal responsive to such request, within the time period established, which the City will evaluate in conjunction with the Request for Proposal. Any supplement to the Request for Proposal will be deemed to be an integral part of the proposer/contractor's submittal.

EVALUATION

Upon receipt of proposals, the City of Carson shall evaluate all proposals to determine whether proposals are acceptable based upon the criteria established in the Request for Proposal.

VALIDITY PERIOD

The Request for Proposal shall be considered valid for a period of ninety (90) days and shall contain a statement to that effect signed by an officer of the firm authorized to bind firm for this period.

PERSONNEL

All personnel required in performing the services under this proposal shall be secured at the expense of the proposer. Such personnel shall not be employees of, or have any contractual relationship with the City of Carson.

PUBLIC RECORD

After the award of the contract has been made by the City Council, all findings and information considered in determining which proposal best meets the need of the City of Carson, and which proposal shall be most advantageous with respect to price, conformity to the specifications and other factors will be made available for public review.

All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are defined by the consultant as business or trade secrets, and marked "Trade Secret," "Confidential," or "Proprietary," or if disclosure is required under the Public Record Act.

METHOD OF PAYMENT

The City of Carson shall pay for all services under this contract within thirty (30) days of invoice submittal, following satisfactory completion of the work required.

INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City, and no other officer, or employee, of the City who exercises any functions or responsibilities in connection with the fulfillment of this project to which this proposal pertains, shall have any personal interest, direct or indirect, in this contract.

INTEREST OF CONTRACTOR

The successful proposal covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful bidder further covenants that in the performance of this contract no person having any such interest shall be employed.

PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal or proposals colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and

Contractor's bonding company shall be liable to the City for all loss or damage which the City may suffer. The City may advertise for a new contract for said labor, supplies, material or equipment without penalty or prejudice.

EQUAL OPPORTUNITY

In connection with the execution of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are tested during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: equipment, upgrading, demotion, or transfer; recruitment or recruitment including use of the South Bay Workforce Investment Board operating in the City of Carson Community Center; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

PROPOSAL BOND

A bond in the amount of 10% of the total amount of the proposal shall be submitted with the response to the Request for Proposal. The bond shall be furnished by a Surety company acceptable to the City of Carson and licensed to do business in California. It is agreed a portion equal to the difference between the low bid and a second low bid shall be retained as liquidated damages by the City if the contractor fails or refuses to execute the contract and furnish the required bonds and certificates of insurance within the time required. Within ten (10) days after execution of the agreement with the successful proposer, the City shall return to each unsuccessful proposer his bond. The proposal bond of the successful proposer shall be held until the contract has been fully executed and performance and labor and materials bonds filed with the City.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful proposer shall furnish two bonds: a "Bond for Faithful Performance" and a "Labor and Materials Bond"; Faithful Performance Bond to be 10% of the contract price; the labor and materials bond to be 100% of contract price. Said bonds shall be in a form furnished by the City and duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

PROJECT ORGANIZATION

The successful proposer must provide a project manager to act as a liaison with the Contract Manager, who will coordinate written reports and see the project through to satisfactory conclusion. The Contract Manager or his/her designated representative shall be responsible for the direction, review and approval of all work.

TIME OF COMPLETION OF WORK

The work to be completed under the contract shall be done in entirety on or before the date specified, provided however, the City may, in its discretion, extend the time for the completion of the work without invalidating any of the provisions herein contained and without releasing the hold harmless guarantee.

Extension of time as provided above will be made by the City only upon receipt of a written request from the vendor, accompanied by written consent of the surety. Each request shall state the date to which the extension is desired and shall describe the conditions which have appeared with the specified time.

TERMINATION

City may terminate this agreement with or without cause by providing Contractor with thirty (30) days advance written notice. Contractor may terminate this agreement on thirty (30) days written notice if City is in breach of the agreement, except that if CITY cures the default within ten (10) days of receipt of notice of termination, the termination shall not be effective. Contractor may terminate the agreement without cause by providing City with ninety (90) days advance written notice.

EXECUTION OF CONTRACT

The proposer to whom award is made shall execute a written contract with the City and shall secure all insurance and bonds required by the City within thirty (30) days from the date of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award, and that firm's bond shall be forfeited. Award shall then be made to the next proposer as determined by the City and approved by the City Council and that firm shall fulfill every stipulation as if it were the party to whom the first award was made.

NONDISCLOSURE BY PROPOSER

Until such time that the City Council awards the contract, the proposer agrees that such proposal shall not be made available to any individual or organization without the prior written approval of the City.

CHANGES

The City may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

ADDITIONS/DELETIONS OF SERVICE

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions shall be in accordance with this Request for Proposal and Contractor's response thereto.

INCORPORATION OF BID INTO THE CONTRACT

The contents of this proposal and the selected firm's response are to be incorporated, in total, into the contract.

AMENDMENTS

The City will post all addendums to Planet Bids, including extensions of deadlines and changes to mandatory meeting dates. Check Planet Bids frequently for notices.

CONTRACT COMPLIANCE MONITORING

The Contract Officer shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for the inspection and/or copying by the City all records and accounts relating to the work performed or the service provided in this Contract.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

DISPUTES

All disputes will be submitted to the Director of Public Works and his/her decision shall be final, based upon the written contract.

XXII. PROPOSAL SUBMITTAL AND SCHEDULE OF EVENTS

OVERVIEW

The proposal submittal package shall consist of the following information:

- Cover Letter
- Title Page
- Table of Contents
- Summary of Proposal
- Scope of Work
 1. Provide a description of proposed process by specific tasks needed to satisfactorily meet the objective set forth in this RFP and timeline for these tasks.
 2. Provide an explanation of technical approach or methodology to be used in providing the tree maintenance services.
 3. Include any additional information in this section.

PROJECT MANAGEMENT/FIRM EXPERIENCE

1. Background and experience of firm in performing this type of work including the costs of projects conducted and at least five client references of similar size and scope.
2. Key personnel - Personnel resumes for each person in the project including the amount of time that person will commit to the project and the tasks for which that person shall be responsible.
3. List of other current municipal contracts or projects anticipated.

XXIII. PROPOSAL EVALUATION AND SELECTION

Proposals shall be evaluated based on the following criteria:

Understanding of the Project Requirements

1. Objectives of the project.
2. Time limitations and project management controls to assure timely completion of the project.
3. Compliance with specifications.

Proposed Scope of Work

1. Responsiveness and thoroughness of proposal.
2. Appropriateness of technical approach including type of equipment proposed.
3. Ease of operation.

Experience of Firm and Personnel

1. Experience with similar types of projects.
2. Personnel proposed to work on the project and the qualifications of those individuals.
3. Proven performance of system.

Past Performance

1. Past record of performance on contracts with the City, other governmental agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial and attitudinal considerations.
2. The firm's capacity to perform the work within the time limitations considering the firm's current and planned workload.

Costs

1. Costs including services, acquisition, maintenance and operation, inventory and data.

Other

1. Features above/beyond the scope as set forth in specifications, but nonetheless advantageous to the City.

SECTION XXIV.

FIRM PROFILE

**City of Carson
701 E. Carson Street
Carson, CA 90745**

**FIRM PROFILE
(Attachments are acceptable)**

1. Firm Name _____

2. Address of office that would service this account _____

3. Business telephone _____

4. Type of organization _____

a. _____ A Corporation, organized and existing under the laws of the State of California

b. _____ A partnership (if so, please list partners)

c. _____ An individual

Name _____

5. Number of years in business _____

6. Number of employees _____

7. List the firm members who would be assigned to the account.

8. List other companies with which you have done business within the last three years. (Please include dates of contract, addresses telephone numbers, and contact person.)

9. List other cities with which you have done business in the last three years. (Please include dates of contract, addresses, telephone numbers, and contact person.)

10. If your proposal is considered for award, will you be able to provide a “Certificate of insurance coverage, as described in specifications, at least thirty (30) days prior to the date of performance?”

Yes No

11. Do you have Workers’ Compensation Insurance coverage?

Yes No

SECTION XXV.

**PROPOSAL BOND /
LABOR AND MATERIAL BOND /
FAITHFUL PERFORMANCE BOND**

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ we

_____, as PRINCIPAL, and
_____, as SURETY,
are held and firmly bound unto the City of Carson in the sum of _____

_____ (10%) OF
THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above names, submitted by said
Principal to the City of Carson, the work described below, for the payment of which sum in lawful
money of the United States, well and truly to be made, to the City of Carson, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned proposal to the City of
Carson, as aforesaid, for certain maintenance contract specifically described as follows, for which
proposals are at the hour of 5:00 p.m., on said day in the office of the City Clerk, City of Carson,
California.

PROPOSAL FOR PROVIDING TREE TRIMMING SERVICES

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract, and within the
time and manner required under the Contract Documents, after the prescribed forms are presented to
him for signature, enters into a written contract, in the prescribed form, in accordance with the
proposal, then this obligation shall be null and void; otherwise it shall be and remain in full force
and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
_____ day of _____, 2017.

PRINCIPAL

SURETY
Address: _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the City of Carson has awarded to _____
_____ as contractor, a contract for the work described as follows:

TREE TRIMMING SERVICES

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

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the City of Carson in the sum of:

_____ Dollars (\$ _____)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, his or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department or other applicable State Agency from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

In addition to the fare amount hereof, in case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

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

Said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed there under shall in any way affect its obligation. On this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the contract documents.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 2017.

CONTRACTOR

SURETY

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BE THESE PRESENTS:

THAT WHEREAS, The City of Carson has awarded to:

**AS PRINCIPAL HEREINAFTER DESIGNATED AS THE “Contractor”, a contract for:
“TREE TRIMMING SERVICES”**

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof:

NOW THEREFORE, we the undersigned Contractor and surety are held and firmly bound unto the City of Carson in the sum of:

_____ Dollars (\$_____)
to be paid to the said City of Carson, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the Contractor, his or its heirs, executors, administrators, successors, assigns, shall in all things stand and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Carson, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

Said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed there under shall in any way affect its obligation. On this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the contract documents.

In addition to the face amount hereof, in case suit is brought upon this bond, the said surety will pay a reasonable attorneys fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2017.

BY: _____
CONTRACTOR

BY: _____
SURETY

SECTION XXVI.

EXHIBITS

**CITY OF CARSON
EXHIBIT A**

CONTRACTOR'S INFORMATION REPORT
--

Name of Firm _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Title _____

Telephone Number _____

EQUIPMENT FACILITIES

1. Is your repair and yard facility at the above address? Yes ____ No ____
2. If not, state the address of your yard and facilities. _____

3. Complete the list of presently owned equipment to be utilized for this contract.

Type	Year	Make/Model	Description

EQUIPMENT TO BE PURCHASED

If your company is the successful bidder, list the additional equipment you would purchase to execute the contract. Indicate new (N) or (U) used equipment after model description.

Year	Make/Model	Capacity (Gal/Cu Yd)	Approximate Cost

FINANCIAL INFORMATION

1. Are current quarterly financial statements available? Yes____ No____
2. Is a certified public audit available for your preceding fiscal year? Yes____
No____
3. Have you or any major stockholder or your company ever filed for bankruptcy?
Yes____ No____
4. State the name and address of your bank account. _____

MUNICIPAL AND STATE TREE CONTRACTING EXPERIENCE

1. State all completed municipal, county and/or state urban forest management contracts your company completed between January 1, 2012 to January 1, 2017. Use additional sheets if necessary.

Contracting Entity	Date of Service From - To	Dollar Value of Contract	Date Completed

2. State all current municipal, county and/or state tree trimming contracts your company is servicing at the present time. If none, enter none. Use additional sheets if necessary.

Contracting Entity	Date of Service From - To	Dollar Value of Contract	Date Completed

EXPERIENCE

List the names and a brief description of the Tree maintenance contract experience of the management personnel of your company who will be directly involved with the management and supervision of this contract. Note those which are Certified Arborists or Tree Workers by ISA.

1. Name: _____

2. Name: _____

3. Name: _____

4. Name: _____

5. Name: _____

WORK PLAN

Describe in detail how you would manage and schedule the tree maintenance work detailed in these specifications. Include a description of the function of all equipment to be used.

EXHIBIT "B" (AGREEMENT)

SCHEDULE OF COMPENSATION

For the services required herein, the Contractor shall be paid the following:

1. The annual sum of _____ ("Contract Sum") in monthly installments at the time specified in this Agreement. The Contract Sum shall be adjusted annually, on the anniversary of the Commencement Date of this Agreement, by the change upward or downward in the Consumer Price Index published by the U. S. Department of Labor Statistics for the Long Beach Metropolitan Statistical Area for all Urban Consumers (1982-1984) (the "CPI") during the preceding twelve (12) months, but not exceeding an increase of four (4) percent in any one year. The adjustment shall be made by comparing the CPI for the month two months preceding such anniversary of the Commencement Date to the CPI for the fourteen months preceding the anniversary of the Commencement Date.

2. Any additional tree maintenance services requested by the Contract Officer and not otherwise specified in the Agreement shall be performed by the Contractor at one of the following rates _____ per tree, _____ per crew by hourly wages. These per/tree or per/hour rates shall be adjusted on the anniversary of the Commencement Date in the manner set forth in this Agreement for CPI adjustment of the Contract Sum. The rate shall apply whenever special services are requested by the Contract officer.

SECTION XXVII.

CITY MAP - TREE ZONES 1 THROUGH 21

SEE ATTACHMENTS