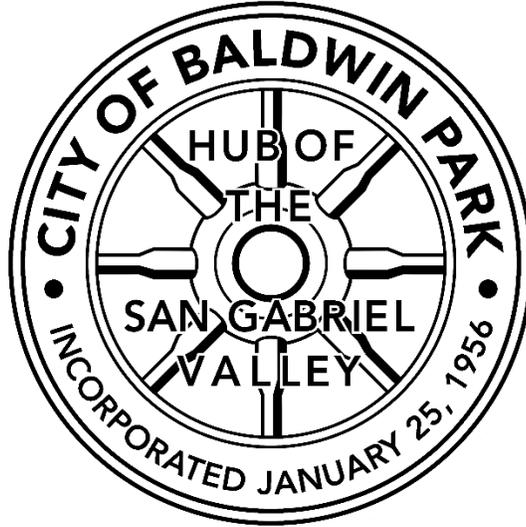


REQUEST FOR PROPOSALS



The City of Baldwin Park is seeking responses from qualified contractors to provide professional Tree Maintenance Services for the community.

Citywide Tree Maintenance Services

Proposals Due: 3:00 P.M. on Monday, May 3, 2021

City of Baldwin Park, Public Works Department
14403 E. Pacific Avenue, CA 91706

I. GENERAL INFORMATION

The City of Baldwin Park is soliciting proposals from qualified firms to provide Citywide tree maintenance services for tree pruning, line clearance tree pruning, GPS tree inventory, removal and replacement of trees, as needed, within the City's Urban Forest. The City has approximately 8,191 street and park trees that comprise its Urban Forest.

The purpose of this maintenance contract is to provide the City of Baldwin Park with the best possible tree care to maintain the City at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected contractor will work closely with the Public Works staff to ensure the most appropriate care and maintenance of the City's landscape.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm (see Exhibit "A"). The City reserves the right to further negotiate the terms and conditions of the contract. The City shall retain the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This contract will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the company submitting the proposal with the lowest costs. There will be no subcontracting allowed. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City.

The Contractor, at the City's direction, shall perform tree pruning, removal & occasional replacement services in accordance with the statement of work as described herein and all applicable American National Standards Institute (ANSI) and Best Management Practices at various sites. The work performed on this contract as directed by City Staff (include: watering, pruning, removal, plant health care, replacement of tree, GPS tree inventory collection and software usage, and Arborist consulting services) is routine, recurring, and usual. The rates included in the Cost Proposal are based on prevailing wage determination "Tree Maintenance Laborer". Additionally, All Contractors will be required to be pre-registered with the Department of Industrial Relations (DIR). All work will require a submission of certified payroll records to the DIR.

The proposed contract will be for a period of three (3) years commencing July 1, 2021, with the option, at the City's sole discretion, to award up to two of one year contract extension upon successful demonstration of exemplary contract performance. The City is solely and actively responsible for the selection of tree to be maintained and the designation of the type and timing of the work to be performed. Contractor agrees to indemnify, hold harmless and defend, City, its officials, officers, employees from any and all liability or financial loss, including but not limited to, legal expenses, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising solely from any wrongful or person employed by Contractor in the performance of this Agreement.

II. PROPOSAL SUBMISSION INSTRUCTIONS

Schedule

Post RFP:	April 12, 2021
Questions due by	April 26, 2021
Proposal Due Date:	May 3, 2021
Tentative Award Date:	May 31, 2021

All proposals must be submitted in a sealed envelope, addressed to the City Clerk office by the deadline: Monday, April 19, 2021 at 3:00 pm. Each sealed envelope containing an original Proposal and three (3) copies and a softcopy in a PDF for format must be plainly marked on the outside as "**Do Not Open- Fee Proposal For CITYWIDE TREE MAINTENANCE SERVICES**" with Contractor's name, address, and his/her license number.

Proposals may be mailed, delivered in person and addressed as follows:

City of Baldwin Park
c/o City Clerk Division
14403 E. Pacific Avenue
Baldwin Park, California 91706

III. INQUIRIES or QUESTIONS

Contractors must seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing prior to submission of their proposal. If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all contractors.

It shall be the contractor's sole responsibility to check with the City staff to determine if any addenda have been posted prior to the proposal due date.

RFP Contact:	Anthony Vazquez, Public Works Maintenance Manager
Email:	AVazquez@baldwinpark.com
Address:	14403 E. Pacific Avenue, Baldwin Park, CA 91706

IV. SELECTION PROCESS

Each proposal will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All firms will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

- A. Quality & Completeness of Proposal
 - 1. Relevance & Conciseness of Proposal and Statement of Qualifications
 - 2. Work Statement and Quality Control Plan
- B. Corporate Capability
 - 1. Qualifications and experience of key personnel

2. Quantity and types of equipment
3. The ability of the firm to provide the proper insurance coverage
4. Financial ability of the firm to provide services to the City of Baldwin Park
5. Equipment
6. Requirement to execute City Contract per attached sample
7. Community involvement

C. Reference Evaluation

1. Customer Service Record
2. Performance record of the firm relating to the Project Schedule of similar scale
3. Quantity and Quality of work previously performed
4. References

D. Facility Evaluation

1. The firm's customer service program
2. Equipment maintenance facility
3. The firm's plan to recycle generated green waste from maintenance activities.

G. Fee Schedule

1. An evaluation of the firm's Fee Schedule

V. REQUIRED QUALIFICATIONS TO BE SUBMITTED WITH PROPOSAL

Award will be made to the firm who best meets the City's requirements. All firms submitting proposals must hold a valid State of California C-27, C-61, and D-49 Contractor's License. Licenses must be in good standing for the previous five (5) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the contract, which may be delivered to said party or his representatives on the work.

Proposals shall include a list of at least three (3) similar and separate Southern California municipal multi-year Tree maintenance contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with proposal submission).

Proposals shall include a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful contractor shall be required to comply with this quality control throughout the term of the contract. Contractors shall include with the proposal a copy of their current Safety Manual that meets SB 198 requirements for injury and illness prevention.

VI. SUBMITTALS

Firms wishing to have their proposals considered for this contract shall submit the following, as a minimum:

- A. Proposal form provided (See Exhibit "B").
- B. A statement of firm's qualifications applicable to this contract, including the following:
 - 1. State of California Contractor's License number and expiration date, C-27, C-61, and D-49.
 - 2. Names, qualifications and proposed duties of key personnel to be assigned to this project. The firm shall identify a full-time Site Superintendent/ Manager, who is capable of communicating with any City representative and be authorized to act on behalf of the firm.
 - 3. List of staff qualifications including but not limited to:
 - a. International Society of Arboriculture (ISA) Certified Arborist credential
 - b. All personnel engaged in the actual trimming of CITY trees shall hold, at a minimum, a current ISA Certified Tree Worker Credential
 - c. All other personnel (e.g. ground workers, traffic control staff) shall receive sufficient training so as to be capable of performing their functions in a safe and proficient manner.
 - 4. Technical ability and experience similar in scope to this contract.
 - 5. Statement of past project disqualification(s) and litigation.
 - 6. Quality Control Plan.
 - 7. Customer Service Program.
 - 8. Safety Training Program.
 - 9. Industrial Safety Record.
 - 10. Letters of Reference.
- C. A description of previous experience, including projects of similar nature and size.
- D. A detailed description of the proposed services to be performed along with schedules, list of key personnel, and vehicles that would be required to complete this project.
- E. Affirmative statement of compliance with indemnity and insurance.
- F. Affirmative statement of willingness to sign City Contract (See Exhibit "A").
- G. A written description of the firm's plan to report recycling generated and the method for its disposal.
- H. The firm must submit a proposed *Quality and Cost Control Plan* to enhance the service and responsiveness to the City. It should include the following:
 - 1. The methodology in which the firm will handle complaints from the public and damage to public & private property
 - 2. Effective means to correct problems.
 - 3. The means the firm will use for completing the project
- I. Corporate and Financial Capability. The contractor shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources to perform the services required by these specifications. No contract will be awarded to any contractor who, as determined by the City, has an

unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary financial resources to provide the services in strict accordance with the specifications.

- J. The firm must submit a fee schedule, showing the cost of each Tree Maintenance Service as indicated (See Exhibit "C").

VII. INSPECTION OF SITE

Prior to submitting a proposal, Contractors must familiarize themselves with the work contemplated in the contract, and be responsible for any condition which adequate field inspection would have revealed. Submission of a proposal shall be deemed conclusive evidence that such examination has been made by each Contractor and shall constitute a waiver by each of all claims of error in the proposal, withdrawal of the proposal, or combination thereof, under the executed Agreement, or any revision thereof.

The work to be done consists of furnishing all materials, equipment, transportation, tools, labor, and incidentals to provide Tree Maintenance Services detailed in this contract as outlined throughout this proposal.

VIII. SCOPE OF WORK

The specific tasks to be performed and completed by Contractor in performing the tree trimming, maintenance, and inspection services are as provided below. Contractor shall complete all services under this Agreement within the terms of this Contract, as described in Section I.

Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities throughout the City:

1. Tree pruning
2. Tree removal
3. Tree planting
4. Crew rental
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Tree watering
9. Young tree maintenance
10. Palm tree skinning
11. Root pruning
12. Specialty equipment rental
13. Arborist services/ inspection
14. Foliar and pesticide treatments, if necessary
15. GPS tree inventory
16. Online maintenance access*

*online maintenance is defined as internet access to an urban forestry management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility.

A. Annual Pruning Program

Routine tree pruning per pre-designed areas, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The intent of this contract is to have all trees pruned and inspected a minimum of a three (3) to four (4) year pruning cycle.

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
2. Contractor shall notify the resident forty-eight (48) hours in advance of pruning. The notice will have to be approved by the Director of Public Works or his designee prior to sending it to residents.
3. Contractor shall provide and post "No Parking" signs forty-eight (48) hours in advance of work.
4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the Public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
5. Contractor shall exercise precaution as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
6. No hooks, gaffs, spurs or climbers will be used for anything other than removals unless preapproved by City Contract Officer.
7. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callus growth.
8. When pruning fungus infected, diseased or fire blighted limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.

9. Topping shall not be done unless specifically requested by the City.
10. The Specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under the normal conditions. All limbs two inch (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall be removed unless removal will result in large gaps in the general outline of the tree.
11. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage should be reduced by at least fifteen percent (15%) but no more than thirty percent (30%).
12. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extreme narrow angle of attachment should be removed.
13. Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.
14. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

B. Inspection of Hazardous Conditions

All City trees shall receive routine maintenance and periodic inspections at the City's direction. Contractor is to include in its price for services an ISA Certified Arborist to be available to City for further inspections and reporting. Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/ or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree-related problems that are clearly visible. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the intent of the City to correct problems prior to reaching crisis levels.

C. Tree Inventory

At the City's direction, Contractor will provide the City access to a record keeping system consisting of an internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. Contractor shall provide inventory report support to the City for the entire term of the contract.

Contractor shall provide the City with recommendation for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter,

Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Inventory

Contractor shall provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street right-of-ways, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory may be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried as a hard copy (i.e. map) and as part of a software program depending on the cost of such software, which will enable the City to connect to the City's GIS System.

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor may be required to create an ESRI ArcView/ ArcGIS compatible "shape file". This will be dependent on the cost and compatibility of the identified software with the City's current computer system. The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The Contractor's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot position. The data shall be compatible with the latest version of the City approved software. Minimum accuracy shall be as close as possible to one (1) meter.

2. Experience

Contractor represents that it has a minimum five (5) years' experience in collecting tree inventories and developing inventory databases. Contractor further represents that it has developed a complete and comprehensive computer software program in at least five (5) California cities. The program to be developed by Contractor for City shall have specialized reports designed specifically based on needs of the City. The user-friendly program should allow the City to generate a variety of reports quickly. The City reserves the right to request bidders to demonstrate their tree inventory program for a California City.

3. Inventory

Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system and future technical maintenance. Attributes to be collected by field personnel may include, but are not limited to:

- Tree number
- City District/ Grid/ Parks/ Residential Street
- Location by Address/ Location by GIS
- Species by botanical name & common name
- Tree diameter/ Tree Height

- Recommended Maintenance
- Parkway size

*The inventory data collection or program shall not be subcontracted

4. Technical Support and Maintenance

Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. Contractor shall provide complete support rapidly with experience staff available to the City during hours of 7:00 A.M. to 5:00 P.M. Monday through Thursday. Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

D. Tree Pruning Specifications

1. Work Quality

All tree pruning shall comply with good arboreal practice or the particular species of trees and shall be consistent with the pruning standards and best management practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboriculture operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's representative shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

2. Standards

Tree pruning operations shall commence no earlier than 7:00 a.m. and shall be completed each day no later than 5:00 p.m. Limbs one-inch (1") in diameter or greater shall be pre-cut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall be made so large that they prevent sap flow. All cut branches three and one-half (3 1/2") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City's Contracting Officer. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Tool Sanitation – On all trees, including palms, known or suspected to be diseased, pruning tools and 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 the disease on tools. Fresh solution should be mixed daily.

3. Pruning for Traffic Clearances

Tree pruning for traffic clearances shall provide clearances of at least fourteen feet (14') and no greater than sixteen feet (16') above the finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise". Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City's Contracting officer and conform to the following:

- a. The minimum clearance under the trees within the street right-of-way shall be fourteen feet (14') over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balance appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

4. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City's Representative or City's Contract Officer, and in accordance to the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City's Director of Public Works or their designee. The contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.
- b. Palm skinning (additional service & cost) – Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six inches (24" – 26") from the base of the green fronds at the top of the tree. The fronds stubs (cut close to trunk) can be left in place within a span of at least eighteen inches (18") but no greater than thirty-six inches (36").

5. Service Request Tree Pruning

Trees that need service prior to their scheduled trim cycle or requiring more than a grid trim, shall be trimmed according to the following timeline. The City shall submit a list of work orders to the Contractor. The service requests on that list shall be completed within two (2) weeks of the day work order was sent.

The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen feet (14') over the roadway and nine feet (9') over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and street lights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

6. Tree Removals

Contractor is responsible for calling Underground Service Alert (USA) when directed by the City to perform tree removal. Crew removes tree and hauls away all debris. Crew grinds stumps to a depth of eighteen inches (18"). All holes will be backfilled; as well as all debris cleaned up and hauled away. Removals shall be conducted in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the Contractor unless otherwise specified by the City's representative. No wood shall be left along the public right-of-way.

The City is responsible for marking trees that they are easily identifiable by Underground Service Alert (USA) and the Contractor. The Contractor shall be required to call Underground Alert at least two (2) days before stumps are to be ground out. All tree stumps must be removed to at least eighteen inches (18") below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and half feet (1 ½') either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This maybe be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two inches (2") above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

7. Tree Planting

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Director of Public Works or their designee and submitted as needed. Contractor will guarantee the quality of the tree stock and workmanship.

- a. Contractor shall be provided all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut off the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of its surrounding finish grade. IN grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three inches (3") below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. All trees shall be staked with two lodge poles and two per pole. Minimum size of lodge poles shall be ten feet (10') long, with a one and a half inch (1 ½") diameter. Tree ties shall be placed at one-third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24"-30") below grade.
- h. Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- i. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that re-directs root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve inches (12") in depth and at a length determined by the city and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt on any paved surface at the end of each working day.

- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

8. Crew Rental

The Standard crew is three person, one chipper truck, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regular scheduled grid trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

9. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City Authorized Representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least five (5) contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

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

10. Line Clearance Pruning

During the course of this contract, the Contractor maybe required to perform utility line clearance in conjunction with routine or non-routine pruning acitivities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The Manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be Line Clearance Tree Workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance to the "Electrical Safety Orders" of the State of California.

11. Tree Watering

The City may require tree watering services. Watering is performed by a one person crew with a water truck or truck with minimum five-hundred (500) gallon trailer, who will water various routes that include locations of trees that are three (3) years or younger.

12. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

13. Arborist Services

On occasion, the City requires tree evaluations including written reports. Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

E. Traffic Control

Contractor shall conform to all City traffic safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA) and in accordance with the California MUTCD latest edition.

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. They City, prior to use, must approve all traffic safety equipment for use. Illuminated arrow boards, sign stands, delineators and/ or cones shall be used to identify work site for vehicular and pedestrian safety.

F. Public Noticing of Tree Pruning Operations

Contractor shall be required to notify residents and/ or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notices must be approved by the Director of Public Works or their designee prior to distribution.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning forty-eight (48) hours prior to work being performed. Contractor will also need to notify the Baldwin Park Police Department Parking Enforcement Division by email in order to have temporary "no Parking" restriction enforced.

G. Clean Up

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of twigs.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

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

The City's Authorized Representative shall be the sole judge as to the adequacy of the cleanup.

H. Disposal of Debris

All tree debris produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive information, detailing the amount of debris recycled. This information will be used for compliance with Assembly Bill 939.

1. ***Green waste Recycling Report:***

Green waste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. ***Wood Chips:***

Chips generated from pruning operations within the City may first be dumped at a City designated site.

I. Minor Modifications And/ Or Additional Work

The City may modify these specifications with the joint approval of the Contractor and the City's Director of Public Works/ City Engineer or their Designee. All modifications shall be in writing.

1. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
2. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at unit prices submitted with this bid proposal.
3. The Contractor shall provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
4. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within two (2) hours of receipt of the call.

J. Working Hours

1. Normal working hours shall be an eight-hour day Monday through Friday between hours of 7:00 am and 5:00 pm
2. Care shall be made as to not make excessive noise adjacent to residences before 8:00 a.m.

K. Ownership of Documents

1. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of the Citywide Tree Maintenance Services Agreement shall be the property of City and shall be delivered to City upon request of the City Representative or upon termination of the Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for their own use.

Exhibit “A”

AGREEMENT FOR SERVICES

(Template)

This Agreement is entered into this _____ day of _____ by and between the City of Baldwin Park (“CITY”) and _____ (“SERVICE PROVIDER”).

RECITALS

A. CITY has determined that it requires the following professional services from a SERVICE PROVIDER: _____.

B. SERVICE PROVIDER represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. SERVICE PROVIDER further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and SERVICE PROVIDER agree as follows:

1. DEFINITIONS

A. “Scope of Services”: Such professional services as are set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. “Approved Fee Schedule”: Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

C. “Commencement Date”:

D. “Expiration Date”:

2. SERVICE PROVIDER’S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, SERVICE PROVIDER shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. SERVICE PROVIDER shall commence the services on the Commencement Date and shall perform all services in conformance with the project timeline set forth in Exhibit C attached hereto and incorporated herein by this reference.

C. Standard of Performance. SERVICE PROVIDER shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. SERVICE PROVIDER shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the City Director of Public Works, (hereinafter the "City Representative"). It shall be SERVICE PROVIDER's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and SERVICE PROVIDER shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. SERVICE PROVIDER Representative. For the purposes of this Agreement, ___ is hereby designated as the principal and representative of SERVICE PROVIDER authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by SERVICE PROVIDER without the prior written approval of CITY.

4. SERVICE PROVIDER'S PERSONNEL

A. SERVICE PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by SERVICE PROVIDER or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. SERVICE PROVIDER shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by SERVICE PROVIDER to perform services pursuant to this Agreement, SERVICE PROVIDER shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. SERVICE PROVIDER shall be responsible for payment of all employees' and subSERVICE PROVIDERs' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. SERVICE PROVIDER shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of Baldwin Park business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, SERVICE PROVIDER shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

7. COMPENSATION

A. CITY agrees to compensate SERVICE PROVIDER for the services provided under this Agreement, and SERVICE PROVIDER agrees to accept in full satisfaction for such services, a sum not to exceed _____ (\$_____) payable as earned during the Project in accordance with Exhibit B. The compensation payable hereunder includes all professional services. Payments shall be made in accordance with Section 8 herein. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to SERVICE PROVIDER. No claims for compensation in excess of the not-to-exceed amount for the Project as shown in Exhibit B will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Representative.

B. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. No claims for additional services performed by SERVICE PROVIDER which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using SERVICE PROVIDER's Approved Fee Schedule (Exhibit B). Fees for such additional services shall be paid within thirty (30) days of the date SERVICE PROVIDER issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

SERVICE PROVIDER shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify SERVICE PROVIDER in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material (“written products”) developed by SERVICE PROVIDER in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. SERVICE PROVIDER may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by SERVICE PROVIDER.

10. TRAVEL REIMBURSEMENT

Travel required by SERVICE PROVIDER or any subSERVICE PROVIDER or subcontractor pursuant to this Agreement shall not be a reimbursable expense.

11. INDEPENDENT CONTRACTOR

SERVICE PROVIDER will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute SERVICE PROVIDER as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and SERVICE PROVIDER.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by SERVICE PROVIDER or provided for performance of this Agreement are deemed confidential and shall not be disclosed by SERVICE PROVIDER without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. SERVICE PROVIDER’s covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

SERVICE PROVIDER hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with SERVICE PROVIDER in connection with this project. SERVICE PROVIDER hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. SERVICE PROVIDER agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that SERVICE PROVIDER executes in connection with the performance of this Agreement.

14. INDEMNIFICATION

A. To the full extent permitted by law, SERVICE PROVIDER shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of SERVICE PROVIDER or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf

of SERVICE PROVIDER in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

The parties understand and agree that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. SERVICE PROVIDER's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. SERVICE PROVIDER expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

C. SERVICE PROVIDER agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of SERVICE PROVIDER in the performance of this Agreement. In the event SERVICE PROVIDER fails to obtain such indemnity obligations for the benefit of CITY, SERVICE PROVIDER agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of SERVICE PROVIDER or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of SERVICE PROVIDER in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not, and shall not, waive any rights that it may possess against SERVICE PROVIDER because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. SERVICE PROVIDER agrees that SERVICE PROVIDER's covenant under this Section shall survive the termination of this Agreement.

E. SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall fully comply with the workers' compensation laws regarding SERVICE PROVIDER and SERVICE PROVIDER's employees. SERVICE PROVIDER further agrees to indemnify and hold CITY harmless from any failure of SERVICE PROVIDER to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

A. SERVICE PROVIDER shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. Worker's Compensation insurance as required by the State of California.
4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. SERVICE PROVIDER shall require each of its sub-SERVICE PROVIDERs or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. SERVICE PROVIDER agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at SERVICE PROVIDER'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, SERVICE PROVIDER shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. SERVICE PROVIDER shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. SERVICE PROVIDER agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. The insurance provided by SERVICE PROVIDER shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of SERVICE PROVIDER's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit SERVICE PROVIDER, and SERVICE PROVIDER's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. SERVICE PROVIDER hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, SERVICE PROVIDER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or SERVICE PROVIDER shall procure a bond guaranteeing payment of losses and expenses.

K. If SERVICE PROVIDER is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by SERVICE PROVIDER shall not be construed as a limitation of SERVICE PROVIDER's liability or as full performance of SERVICE PROVIDER's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

A. CITY shall provide SERVICE PROVIDER with all pertinent data, documents and other requested information as is reasonably available for the proper performance of SERVICE PROVIDER's services.

B. In the event any claim or action is brought against CITY relating to SERVICE PROVIDER's performance in connection with this Agreement, SERVICE PROVIDER shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

SERVICE PROVIDER shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to SERVICE PROVIDER. SERVICE PROVIDER shall have the right to terminate this Agreement for any reason or no reason on sixty (60) calendar days' written notice to CITY. SERVICE PROVIDER agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by SERVICE PROVIDER, SERVICE PROVIDER shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall SERVICE PROVIDER be entitled to receive more than the amount that would be paid to SERVICE PROVIDER for the full performance of the services required by this Agreement.

19. FORCE MAJEURE

SERVICE PROVIDER shall not be liable for any failure to perform if SERVICE PROVIDER presents acceptable evidence, in CITY's sole judgment, that such failure was due to causes beyond the control, and without the fault or negligence of SERVICE PROVIDER.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during SERVICE PROVIDER’s and CITY’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

If to SERVICE PROVIDER:

Attn: Sam Gutierrez
Director of Public Works
City of Baldwin Park

Attn: _____

14403 E. Pacific Avenue
Baldwin Park, CA 91706
Telephone: (626) 813-5251
e-mail: sgutierrez@baldwinpark.com

With a courtesy copy to:

Robert N. Tafoya, City Attorney
Tafoya & Garcia LLP
316 West 2nd Street, Suite 1000
Los Angeles, CA 90012
Telephone: (213) 617-0600

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, SERVICE PROVIDER shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. SERVICE PROVIDER will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

22. PROHIBITION AGAINST ASSIGNMENT

SERVICE PROVIDER shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY’s prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than SERVICE PROVIDER.

23. ATTORNEY’S FEES

In the event that CITY or SERVICE PROVIDER commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney’s fees.

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and SERVICE PROVIDER with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and SERVICE PROVIDER.

25. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

26. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

27. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

28. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BALDWIN PARK

SERVICE PROVIDER:

Emmanuel J. Estrada
Mayor

By: _____

name and title

ATTEST:

By: _____

name and title

City Clerk

Exhibit “B”

PROPOSAL FORM

CITYWIDE TREE MAINTENANCE SERVICES

The undersigned as proposer declares that he has carefully examined each location of the proposed work, that he has examined the Specifications and read the accompanying instructions to proposers, and hereby proposes and agrees, if the proposal is accepted, to furnish all labor and equipment and do all work required by Specifications and Agreement.

Name of Company: _____

Address: _____

Phone/fax: _____

Contact Person: _____

Years in business: _____

The undersigned proposer further understands that the City of Baldwin Park, California reserves the right to award all or any part of this bid without any obligation to the City. The City also reserves the right to waive any informality in proposals.

Name of Contractor

_____ By: _____ Date: _____

Print

Signature of Contractor

Contract pricing for years one (1) through three (3) must be firm fixed pricing. Pricing for subsequent contract renewals will be limited to the Consumer Price Index (CPI) for any such proposed price adjustment and shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, California, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (March-March comparison).

The Contractor shall submit its request in writing, to be received by the City in person or via certified mail a minimum of 60 days prior to the proposed adjustment date.

Exhibit “C”

**CITY OF BALDWIN PARK
SCHEDULE OF COMPENSATION**

EXHIBIT "C"

Name of Firm:

#	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE
1	Street Tree Pruning	Each	\$
2	Palm Tree Pruning	Each	\$
3	Services Request Pruning (0-6" dbh)	Each	\$
4	Services Request Pruning (7-18" dbh)	Each	\$
5	Services Request Pruning (19-24" dbh)	Each	\$
6	Services Request Pruning (over 25" dbh)	Each	\$
7	Pruning for Crown Restoration (Ficus, Pine, Elm trees)	Each	\$
8	Palm Tree Skinning/ Cleaning	Linear Foot	\$
9	Tree and Stump Removal	Inch	\$
10	Tree Only Removal	Inch	\$
11	Stump Only Removal	Inch	\$
12	Tree Plant 15 gal w/o RB – no watering	Each	\$
13	Tree Plant 15 gal with RB – no watering	Each	\$
14	Tree Plant 24" Box w/o RB – no watering	Each	\$
15	Tree Plant 24" Box with RB – no watering	Each	\$
16	Tree Plant 15 gal w/o RB and 90-day watering	Each	\$
17	Tree Plant 15 gal with RB and 90-day watering	Each	\$
18	Tree Plant 24" Box w/o RB and 90-day watering	Each	\$
19	Tree Plant 24" Box with RB and 90-day watering	Each	\$
20	Crew Rental - 3 man crew	Crew Hour	\$
21	Crew Rental - 2 man crew	Crew Hour	\$
22	Crew Rental - 1 man crew	Man Hour	\$
23	Watering Services	Day	\$
24	Emergency call-out (Evening, Weekend, Holiday)	Man Hour	\$
25	Specialty Equipment Rental	Hour	\$
26	Arborist Services	Hour	\$