



# CITY OF MERCED

## REQUEST FOR PROPOSALS

### TREE PRUNING AND REMOVAL SERVICES

The City of Merced Public Works Department is seeking price proposals from qualified contractors to perform one time tree pruning and removal services with general arborist inspection and reporting services for several identified Priority 1 tree pruning and removal locations throughout the City of Merced and as shown on the attached maps. We are providing information, attachments and reference documents to assist in your proposal preparation. Please align your proposal content with the evaluation factors described below. (Please see Attachment "B" maps for the proposed tree pruning and removal areas.)

For all proposals over \$15,000 the proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

The contract agreement will be for a period of twenty-four (24) months, commencing on the date of Council approval. The City has the option to extend the terms of the agreement for one-to-two additional periods of one-year, ending on June 30, 2027.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

#### **Proposal Submission:**

Three (3) copies of the completed proposal must be submitted no later than 3:00 p.m. on Monday, March 20, 2023.

#### **Fee Proposal:**

One (1) copy of a separate Attachment C – Proposal Sheet must be submitted in a separate, sealed envelope marked “Tree Pruning and Removal Services Fee Proposal.”

#### **Mailing Instructions:**

Juan Olmos, Public Works Manager – Tax Services  
City of Merced Public Works  
1776 Grogan Avenue  
Merced, CA 95341



**Inquiries:**

Questions pertaining to the RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Juan Olmos, PWM – Tax Services, phone number (209) 385-6806, [olmosj@cityofmerced.org](mailto:olmosj@cityofmerced.org).



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### Attachments:

- A. Form of Agreement
- B. Maps of the Tree Pruning/Removal Areas
- C. Itemized Cost Proposal Sheet
- D. Itemized Tree Data by Area
- E. Excel Sheets with Additional Tree Inventory Details (*Available upon request in electronic format.*)



**CITY OVERVIEW**

The City of Merced (City) was incorporated in 1889 and operates under the Council-Manager form of government. The City is a dynamic community of approximately 89,058 people, with friendly small-town living in a mid-size city. The University of California Merced campus, opened in 2005, provides additional educational and economic opportunity, adding to the already-established growth of the region.

Located in the heart of California's agricultural Central Valley, Merced is the region's hub for education, culture, and business. The community offers abundant shopping, pleasant neighborhoods, and tree-lined streets. Bicycle paths along creeks link major City parks. Even with recent increases in prices, Merced's housing remains affordable compared to many other California locations. Merced's revitalized downtown is emerging as the entertainment center of the area. Annual events and festivals bring regional and even national recognition.

Merced's Valley location southeast of San Francisco provides easy access to the central California coast, Sierra Nevada Mountains and national parks, and major cities. Merced has historically been considered to be the "Gateway to Yosemite", and residents also enjoy short drives to skiing, beaches, fishing, and other outdoor attractions.

**OVERVIEW/BACKGROUND**

The purpose of this tree pruning contract is to provide the City of Merced with the best possible tree care to maintain the City's trees 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 City staff to ensure the most appropriate care and maintenance of the City's tree inventory within those selected district areas.

It shall be understood that the Contractor will be required to perform and complete the proposed tree trimming, tree removal, stump grinding, and general arborist services work in a thorough and professional manner, and to provide all labor, tools, equipment, traffic control, materials and supplies necessary to complete all work in a timely manner that will meet the City's requirements.

**OBJECTIVE/SCOPE OF SERVICES**

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



The Contractor shall provide pricing to the City for the following work descriptions that will be used during the contract period by the City and the Contractor for the various site locations described herein and as shown on Attachment B.

**A. Tree Pruning:** Tree pruning removal and maintenance services shall be performed according to the most current editions of the following benchmark standards:

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

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

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Removal of tree deadwood limbs
- Reduce maintenance costs
- Prevent or mitigate a pest problem
- Removal of long lateral limbs to reduce end weight and extra side weight (i.e. Eucalyptus trees)

Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered.

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

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 10' from sidewalk surfaces
- Building- not less than 6' from vertical building surfaces
- Roofs and streetlights- not less than 6' from streetlamps
- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires.

**B. Tree Removal:** The Contractor shall remove trees deemed necessary for removal by the City or as recommended by the Contractor's Certified Arborist.

- a. Felling of trees larger than 12" DBH shall not be permitted. All trees shall be limbed out using appropriate rigging techniques to protect public safety and prevent unnecessary damage to surrounding turf, trees, shrubs and landscape



plantings. Sidewalks, curbs, streets, manhole structures and associated hardscape shall be protected from the impact of falling wood. Any and all damage to public or private property shall be reported to the City's designated representative immediately.

- b. Stump removal consists of the removal of the tree root crown and tree roots to a minimum depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Stump removal cost shall be included as part of the unit cost for tree removal and based upon the tree DBH listed herewith.

The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact 811 USA prior to stump grinding.

- c. All work shall comply with ANSI Z133 safety standards.

### C. Job Performance Requirements:

1. **Debris and Chip Disposal:** The Contractor is responsible for the disposal of all logs, limbs, chips and debris generated by work described.
2. **Access:** Bucket/chipper truck access is limited to park service roads, parking lots and public streets. Operation of equipment "off-road" will require, at minimum, 3/4" plywood planking to prevent soil compaction.
3. **Site Clean-Up:** The site should be restored, as close as reasonably practical, to conditions existing prior to work commencing. The Contractor shall chip all trees limbs and tree debris from sites and dispose of debris. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Limbs and trunks temporarily placed in the park areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and/or pedestrians. Logs left lying on the ground awaiting pick-up shall be sufficiently blocked to prevent movement. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, lawn areas and driveways with appropriate tools for the job.
4. **Protection of Property:** The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real and/or personal property. Holes or ruts made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.



5. **Repairs and Corrective Actions:** Contractor shall communicate to the City Representative any tree maintenance and non-tree maintenance related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request after notification to the City. Immediate response may be necessary. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense as soon as possible. Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.
6. **Safety Standards:** All equipment to be used and all work to be performed to meet accepted current applicable industry standards for safe practices; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. , ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City or its representatives. The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All placements of cones, signs and barricades must conform to the current Manual on Uniform Traffic Control Devices. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.



7. **GPS/GIS Tree Tracking Inventory:** The City shall provide the most up-to-date GPS/GIS inventory data to Contractor upon award of contract. Contractor will use this information to keep track of their work progress and work done for each tree within each of the tree Pruning/Removal areas. Once the work is completed, the GPS/GIS updated data will be turn over to the City's GIS personnel for further review and subsequent upload to the City's main tree inventory GIS data bank system. The City's GIS personnel will accept GPS/GIS dataset in these three formats File Geodatabase, Shapefiles, or CSV files. Additionally, a feature library will be provided to maintenance data consistency. Attributes to be collected or tracked by field personnel may include, but is not limited to:

- ☐ Tree Number
- ☐ Tree Unique Key (will be provided and shall not be changed)
- ☐ City District
- ☐ Location by Address (nearest address)
- ☐ Street Tree is Located On (may be different from address)
- ☐ Tree Site (denoted by number if multiple trees at the address, i.e. Tree 1, Tree 2)
- ☐ Location Relative to Property (i.e. front, back, side)
- ☐ Location by GPS/GIS
- ☐ Species by Botanical Name & Common Name
- ☐ Tree Diameter
- ☐ Tree Height
- ☐ Tree Crown
- ☐ Tree Condition (ranked by percentage)
- ☐ Date Maintenance Performed
- ☐ Maintenance Performed (task types to be provided by City)
- ☐ Maintenance Performed By (Contractor Name)
- ☐ Additional Recommended Maintenance

The cost of the GPS/GIS Tree inventory shall be based on a per tree location.

8. **Work Hours:** Between 7:30 a.m. and 5:00 p.m., Monday through Friday. Work on Weekends and Holidays is not allowed unless it is deemed an emergency and Weekend Work has been coordinated and approved by the City. Any other exception shall only be authorized with prior approval of the City Representative.

**E. General Information:**

**1. Examination of Sites:**

All interested parties should inform themselves of all the existing site conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of concern which the Contractor did



not inform himself prior to bidding. The successful Contractor must employ, so far as possible, such methods and means that will not cause any interruption of interference with any other contractor.

**2. Starting and Completion Requirements:**

Work shall begin under contract within two weeks of the date of notice to proceed. The City anticipates that work will be done in the most diligent and safest manner.

All contract work shall be completed by a date agreed upon by both parties. The Contractor shall not be entitled to any claims against the City for damages from any cause whatsoever in the progress of the work or any portion thereof.

**3. Certified Arborist:**

It is the preference of the City of Merced that all work be performed under the general supervision by an International Society of Arboriculture (ISA) Certified Arborist for the duration of the project. It is highly desirable that the crew supervisor be a current ISA-Certified Arborist. All Certified Arborists names and certification number(s) must be included in the proposal document to be considered for this project. Any change in the status of the “certified” individual(s) during the life of this contract must be reported to the City at the time of occurrence. All certification numbers will be verified through ISA’s office. Failure to have a certified arborist on staff at all times could result in termination of this contract.

**4. Licensing, Certification and Labor:**

All firms submitting proposals must hold a valid State California **C-61** and **D49** Contractor’s License. Both 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.

**PROJECT SCHEDULE**

RFP Proposal Due Date	March 20, 2023 at 3:00 PM
Council Award of Contract	May 1, 2023 <i>(Tentative)</i>
Start Work	May 30, 2023 <i>(Tentative)</i>

Project locations have been identified for the first year of the contract as shown in Attachments C & D. The City, in agreement with the Contractor, will have the option to execute future contract extensions through June 30, 2027, and will negotiate with the Contractor on pricing for additional tree locations.



## **METHOD OF COMPENSATION**

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agreed upon contract unit prices and/or the proposed hourly rates of compensation. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Contractor shall submit the Monthly Progress Report as part of the invoice submittal process. The monthly progress reports are to include the following information: Description of work performed, tree location (street address and side), tree species, diameter at breast height (DBH) and tree condition. Contractor shall submit the Monthly Progress Report as part of the invoice submittal process.

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 48 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once every 2 weeks of scheduled work during the life of this contract to inspect work performed.

## **CITY RESPONSIBILITIES**

- The City will provide the Contractor with available, relevant GIS/GPS tree data, plans and specifications, studies, and information concerning the project. All documents are available upon request.
- The City will designate a representative authorized to act in its behalf with respect to the Consultant/Contractor contracts.
- City will provide designated staff for the coordination of access to the various site location if necessary.
- City will assist Contractor with the location of any existing irrigation facilities.

## **SPECIAL ISSUES AND REQUIREMENTS**

Form of Contract: **Attachment A** is the form of the contract (*Agreement for Professional Services*) the successful proposer will be expected to execute. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

Labor Code. The Consultant/Contractor shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensation.



Prevailing Wage. If the proposal exceeds \$15,000 the contractor shall abide by the following:

**The proposer is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for public work unless registered with the DIR pursuant to the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.**

Insurance. The Consultant/Contractor shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of \$1,000,000, naming the Agency as additional insured.

Conflict of Interest. The Consultant/Contractor must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

## **PROPOSAL CONTENT**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work.
- b. Project Experience. The RFP shall list and describe previous experience and expertise with providing high quality landscape architect design services, including a description of a minimum of three (3) similar projects.
- c. Project Understanding. The RFP shall include a summary of the teams understanding of the work to be provided to the City of Merced as well as any recommendations regarding any additional needed services.
- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein. Provide verification of DIR registration, including any sub-consultants.
- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team.
- f. Fee Estimates. Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. Specify hours by billing grades, hourly rates, costs by task, details of any other charges, a not-to-exceed for each task, and the total.

**See Attachment C – Cost Proposal**



**PLEASE NOTE:** The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

### **PROPOSAL SELECTION**

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

### **PROTEST PROCESS**

#### **PROTEST SUBMISSION**

- 1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Purchasing Supervisor (PS) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).
- 2) The written protest may be delivered in person or via certified mail to the PS.
- 3) The protest must be physically received by the PS by 4:00 p.m. PST, by the fifth day during the protest period.
- 4) The protest filed with the PS shall meet the following prerequisites:
  - a. The name, address, and business telephone number of the protestor.
  - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.



- c. Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
- d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

#### PROTEST REVIEW AND APPEAL

- 1) Upon receipt of a protest, the PS shall review all the submitted materials and shall create and retain a written record of the review. The PS shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.
- 2) If the protested procurement involves federal funds, the PS shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
- 3) The PS' decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PS, not later than ten (10) working days after the date the PS' decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PS. The appealing party may be represented by legal counsel, if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
- 4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PS shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

#### **PUBLIC RECORD**

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who



submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

### **WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

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**All proposals shall be submitted in writing.** Any exceptions to the requirements stated herein shall be clearly stated in the submittal, and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Juan Olmos, Public Works Manager – Tax Services  
City of Merced  
1776 Grogan Avenue  
Merced, CA 95341  
(209) 385-6806  
[olmosj@cityofmerced.org](mailto:olmosj@cityofmerced.org)

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.



## ATTACHMENT A



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and \_\_\_\_\_, a \_\_\_\_\_, whose address of record is \_\_\_\_\_, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to \_\_\_\_\_; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide \_\_\_\_\_ services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1.     **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the \_\_\_\_\_ services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the \_\_\_\_\_ or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2.     **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3.     **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on \_\_\_\_\_, 20\_\_.

4.     **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an



invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$ \_\_\_\_\_.

5.     **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6.     **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7.     **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8.     **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System



(PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **CHOOSE WHICH INDEMNITY PROVISION APPLIES –**

**This indemnity provision applies to Vendor and Consultants providing general services to the City.**

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.



**This indemnity provision applies to Design Professionals that require errors and omissions coverage (Auditors, Attorneys, Architects, Engineers, Landscape Designers, Land Surveyors, etc.)**

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.



b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.



- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties



and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.



Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.



19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer



CONSULTANT

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

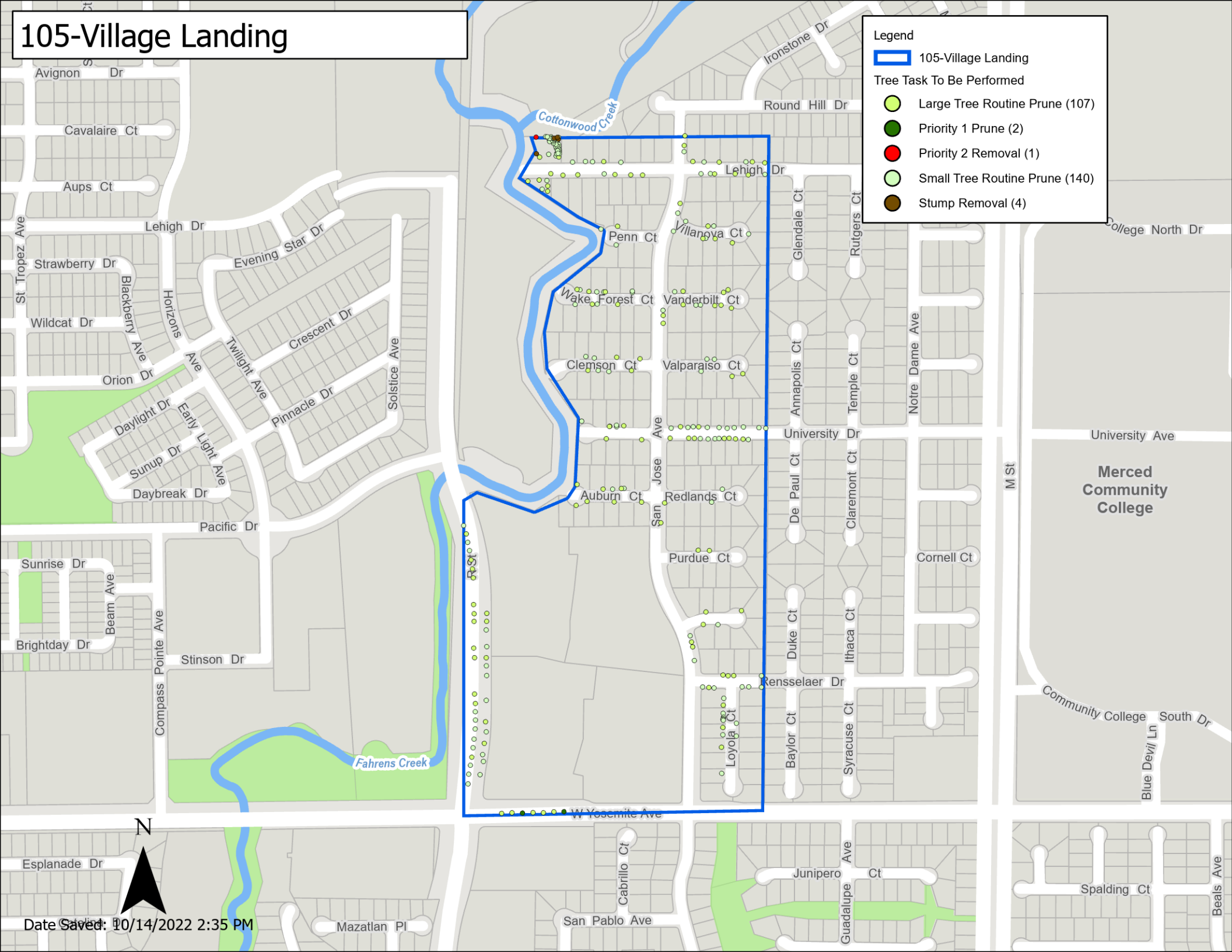
E-MAIL: \_\_\_\_\_



## ATTACHMENT B



# 105-Village Landing



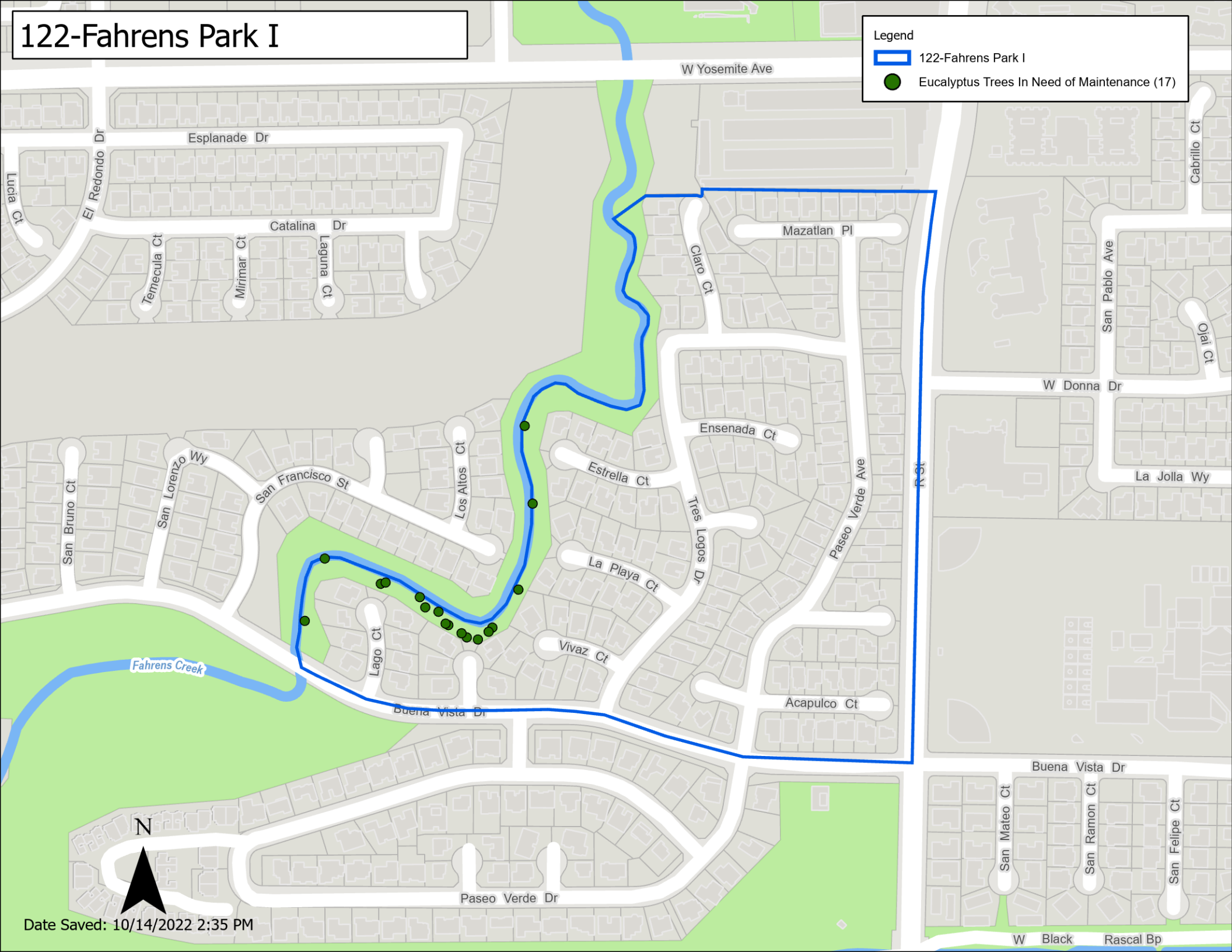


# 122-Fahrens Park I

Legend

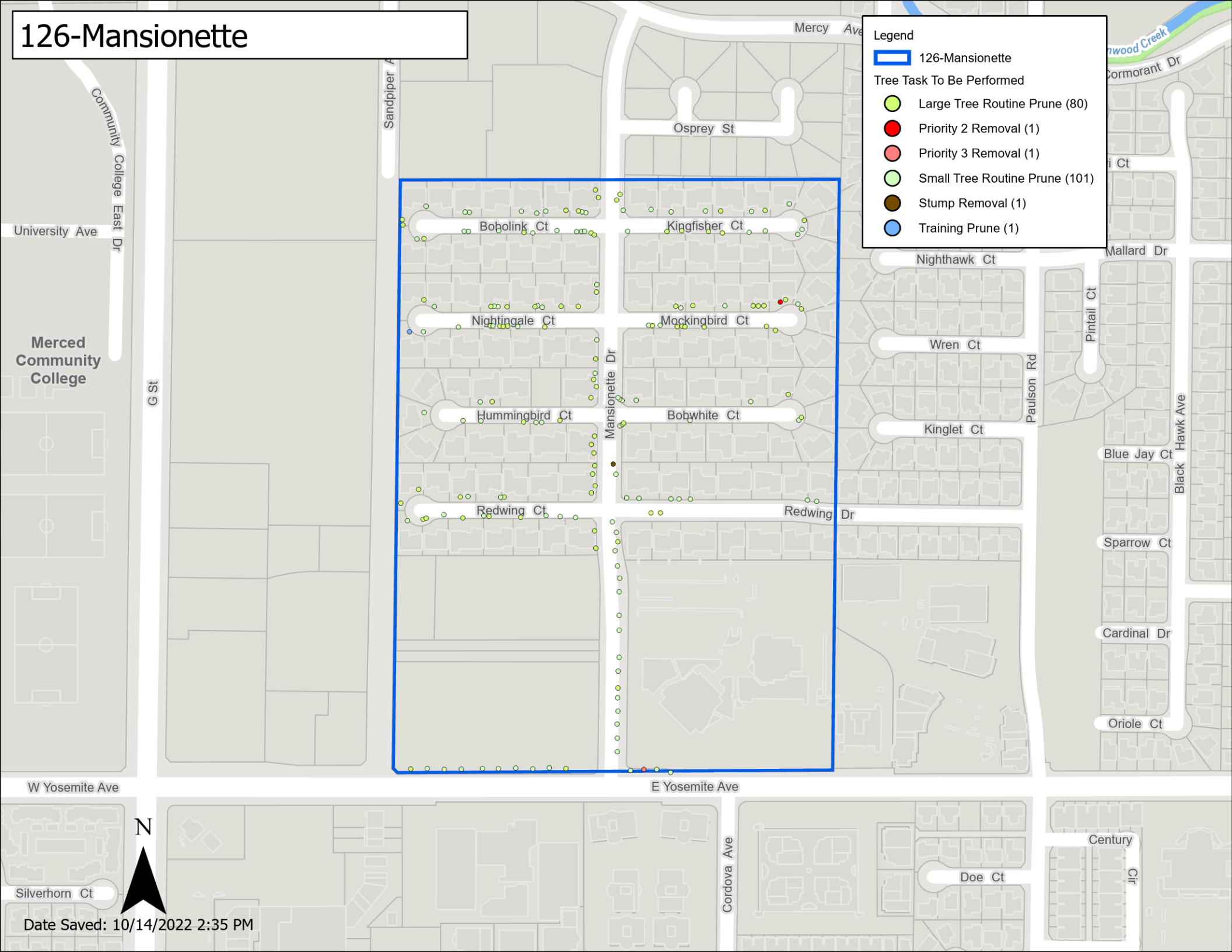
122-Fahrens Park I

Eucalyptus Trees In Need of Maintenance (17)





# 126-Mansionette



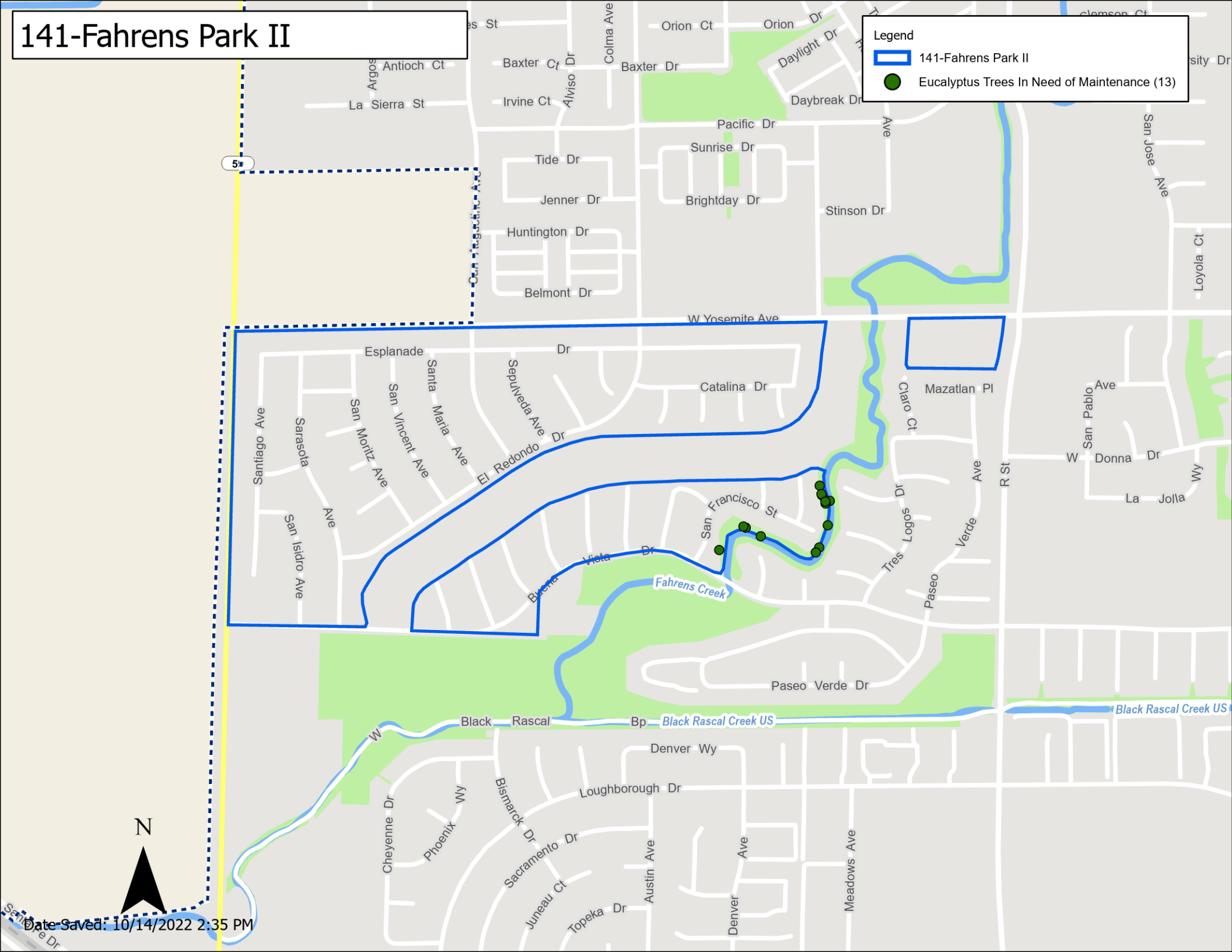


# 141-Fahrens Park II

Legend

141-Fahrens Park II

Eucalyptus Trees In Need of Maintenance (13)



Date Saved: 10/14/2022 2:35 PM

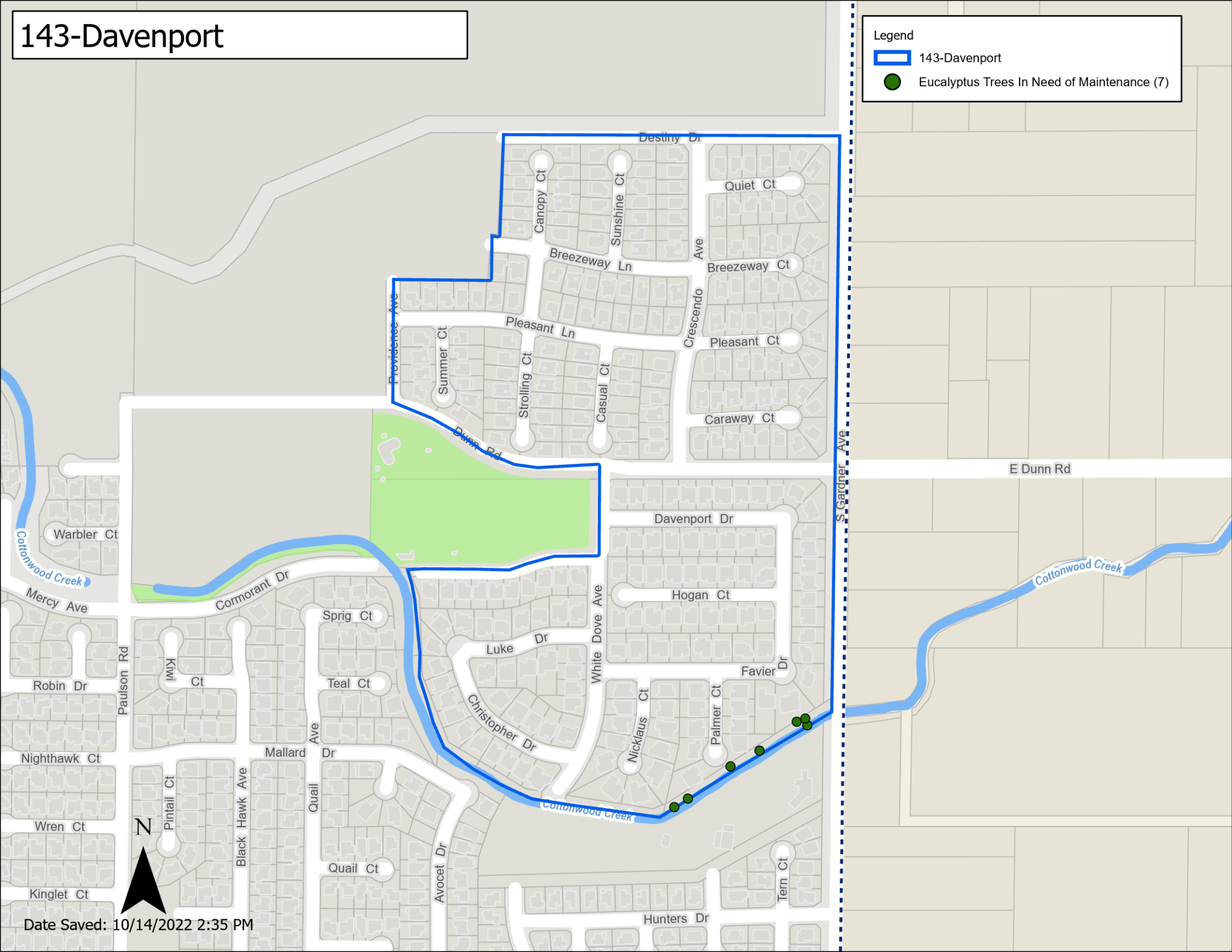


# 143-Davenport

Legend

143-Davenport

Eucalyptus Trees In Need of Maintenance (7)



Date Saved: 10/14/2022 2:35 PM



# 151-Yosemite Gateway

Legend

151-Yosemite Gateway

Tree Task To Be Performed

Large Tree Routine Prune (132)

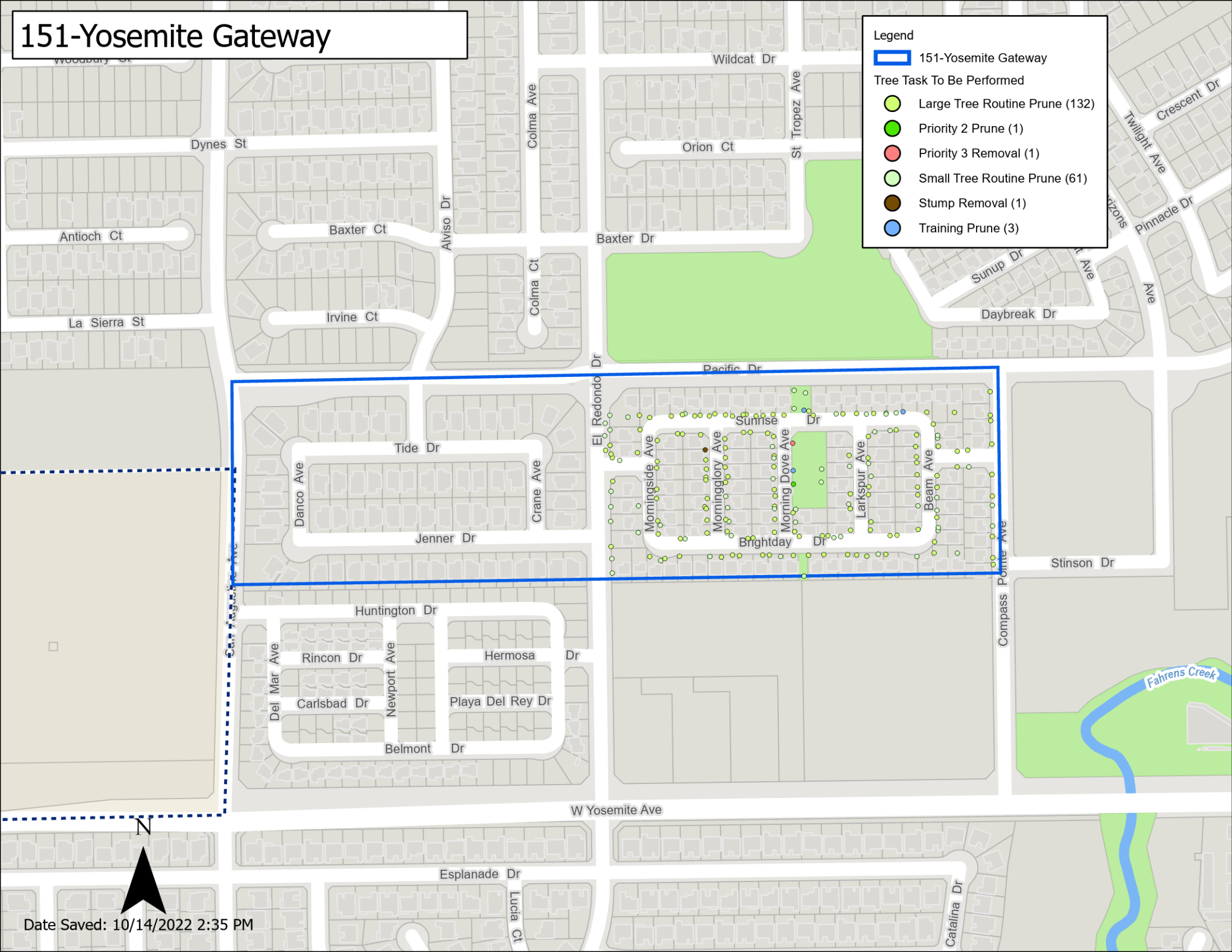
Priority 2 Prune (1)

Priority 3 Removal (1)

Small Tree Routine Prune (61)

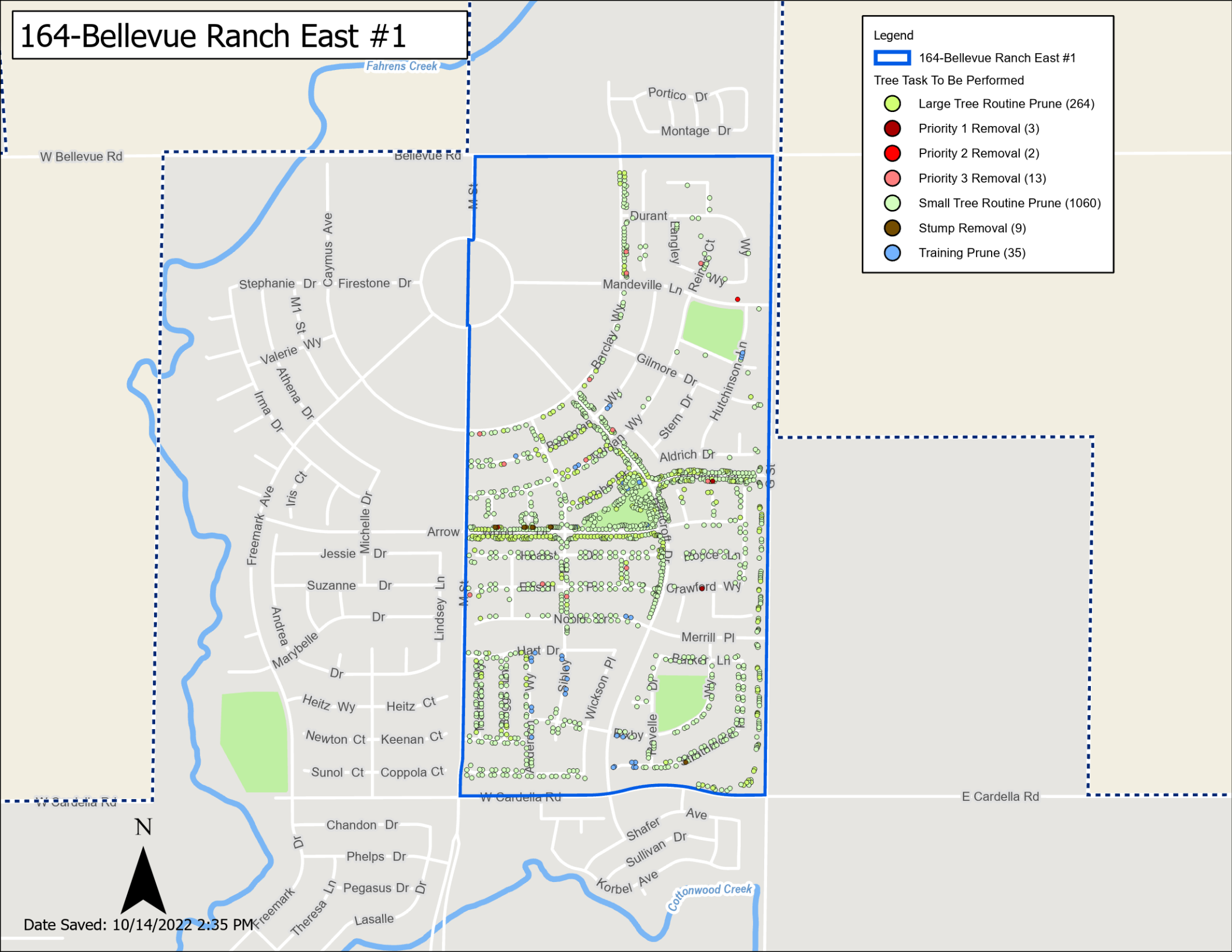
Stump Removal (1)

Training Prune (3)





# 164-Bellevue Ranch East #1





# 178-Cottages #15

Legend

178-Cottages #15

Tree Task To Be Performed

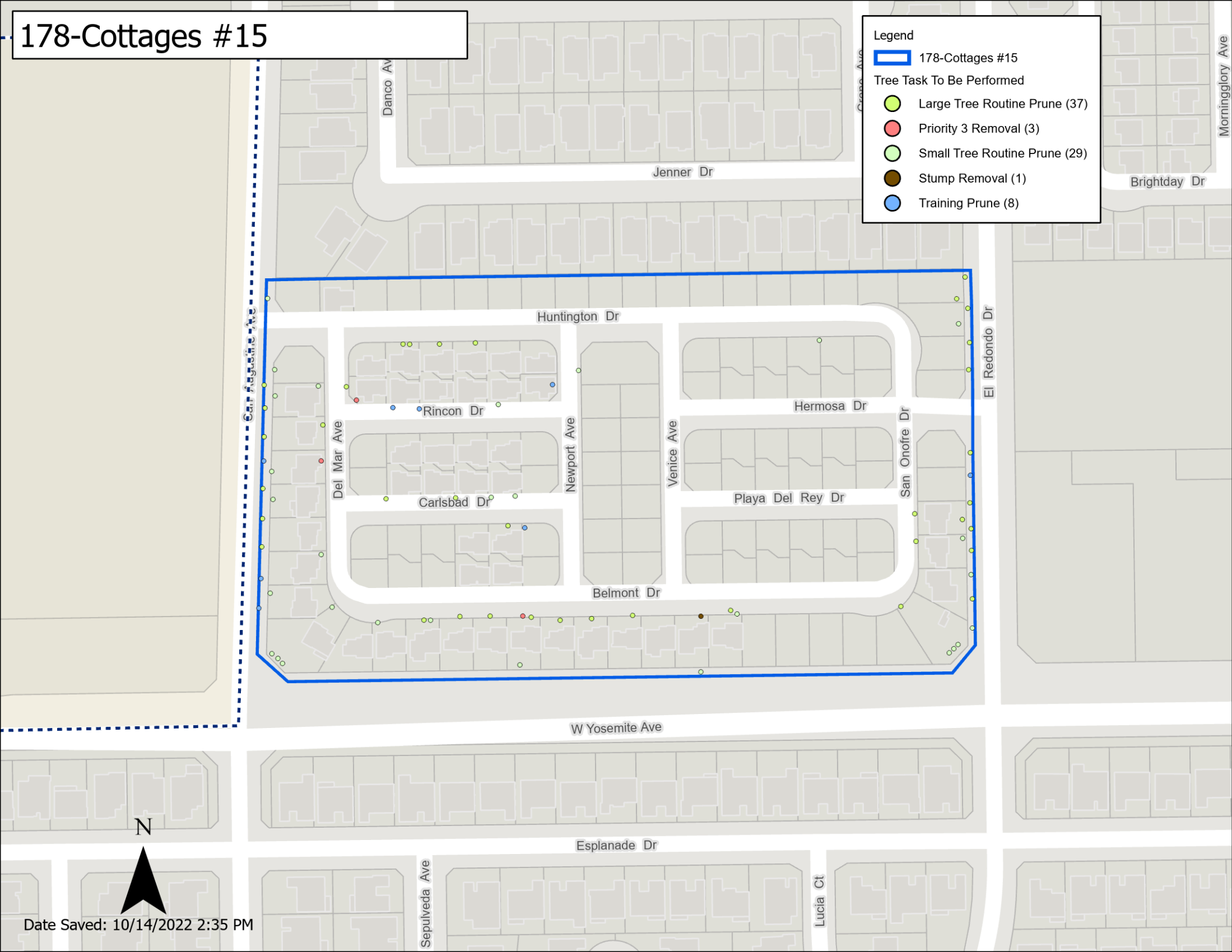
Large Tree Routine Prune (37)

Priority 3 Removal (3)

Small Tree Routine Prune (29)

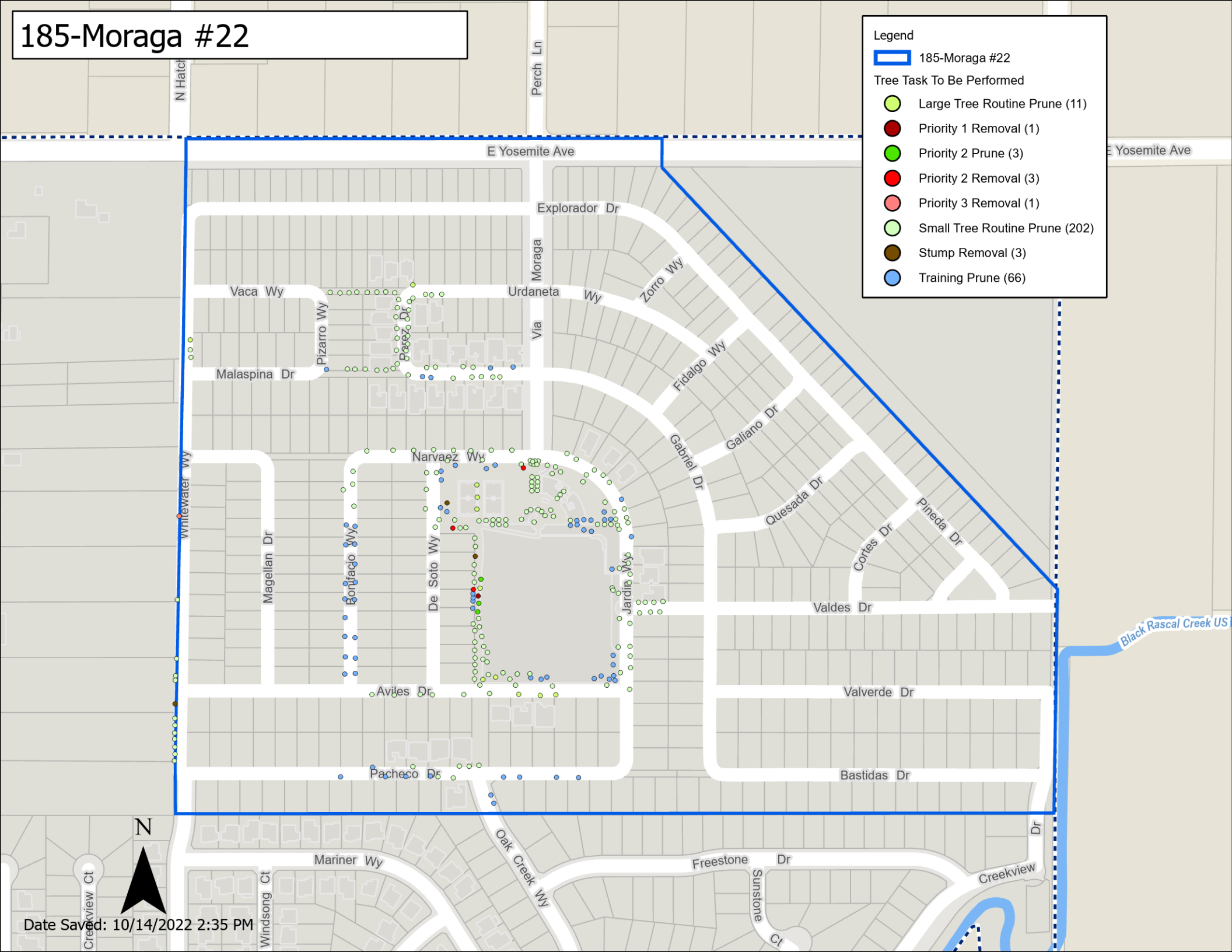
Stump Removal (1)

Training Prune (8)



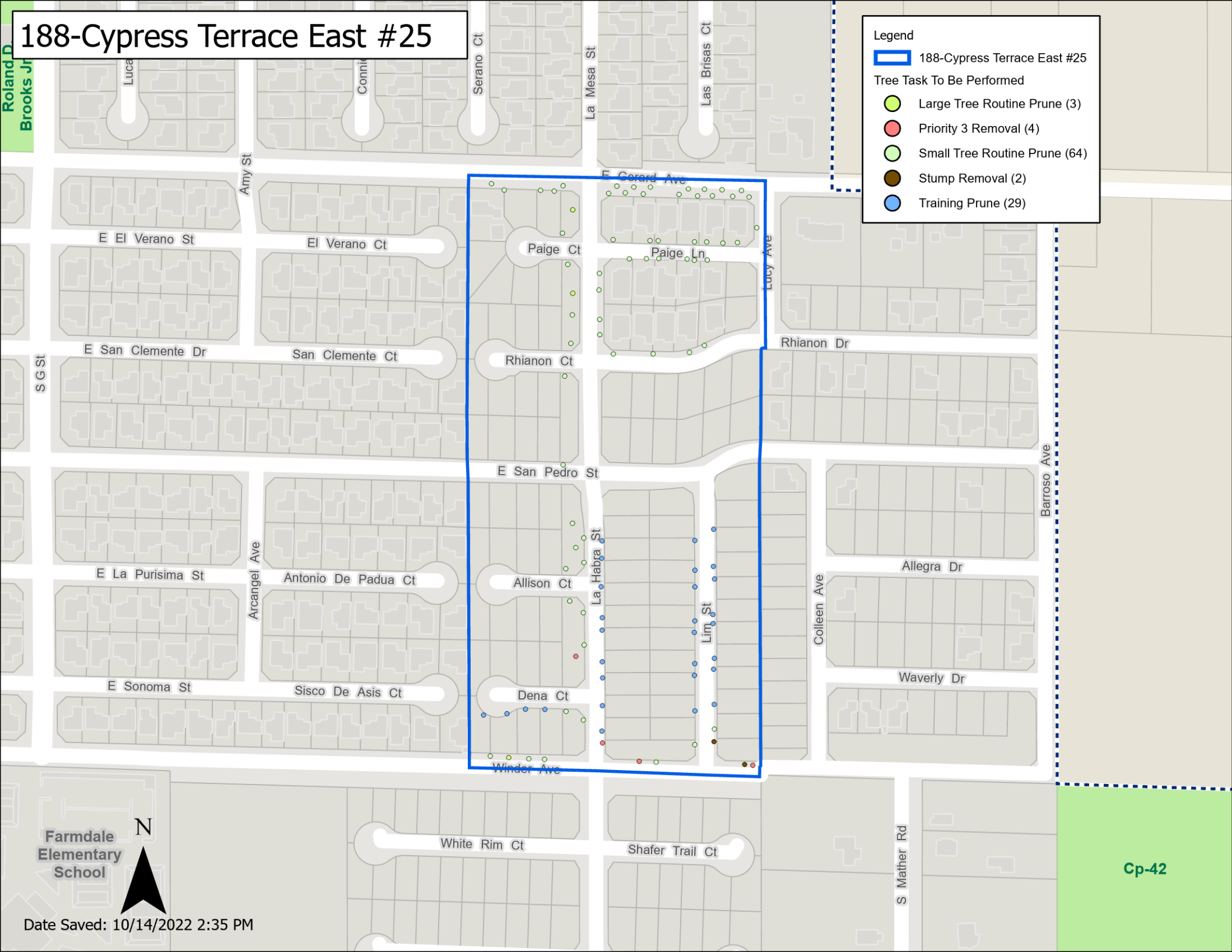


# 185-Moraga #22





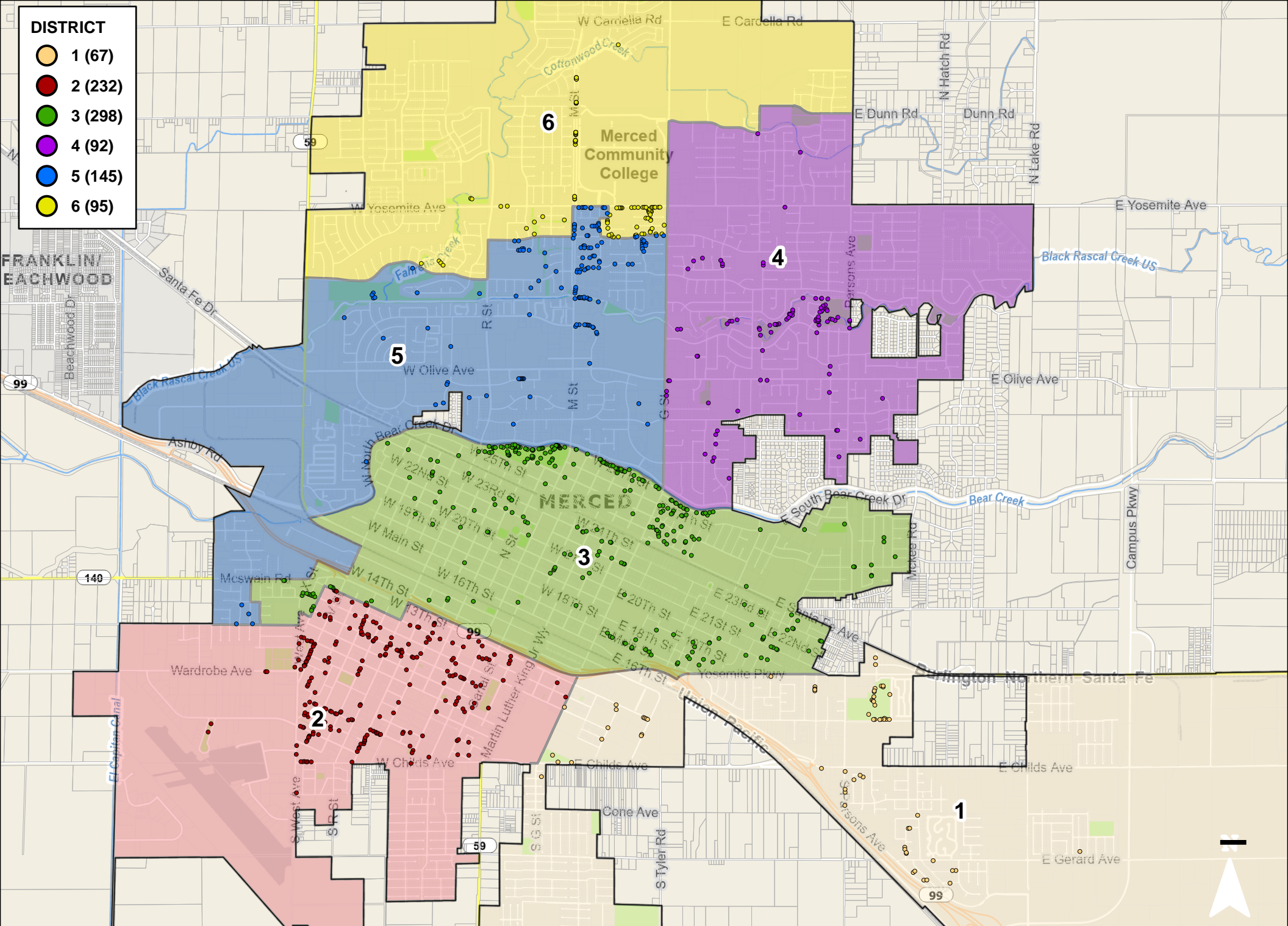
# 188-Cypress Terrace East #25





## DISTRICT

- 1 (67)
- 2 (232)
- 3 (298)
- 4 (92)
- 5 (145)
- 6 (95)



**Priority Pruning Needed By Council District**







## ATTACHMENT C



## Attachment C1 - Cost Proposal (MD & CFD Districts)

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in the Project Scope of Services section of this RFP. The proposer affirms that in the event they are awarded a contract, they assure that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

Item Description	Unit	Estimated # Hours	Quantity (# of Trees)	Unit Price	Subtotal
<b>Single Tree Pruning Full</b>					
<i>0-6" dbh</i>	Per tree		1,348	\$	\$
<i>7-12" dbh</i>	Per tree		810	\$	\$
<i>13-18" dbh</i>	Per tree		230	\$	\$
<i>19-24" dbh</i>	Per tree		33	\$	\$
<i>25-36" dbh</i>	Per tree		17	\$	\$
<i>Cost per inch above the 37" dbh price</i>	Per tree		2	\$	\$
					\$

<b>Eucalyptus Grove Pruning &amp; Removal</b>					
<i>Tree Pruning</i>	Per tree		35	\$	\$
<i>Tree Removal</i>	Per tree		0	\$	\$
					\$

<b>GPS/GIS Tree Tracking Inventory</b>					
<i>GPS/GIS Tree Inventory</i>	Per tree		2,475	\$	\$

Total \$



## Attachment C2 - Cost Proposal

### (Priority 1 Pruning & Removals – Districts 3 & 5)

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in the Project Scope of Services section of this RFP. The proposer affirms that in the event they are awarded a contract, they assure that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

Item Description	Unit	Estimated # Hours	Estimated Quantity (# of Trees)	Unit Cost	Subtotal
<b>Single Tree Pruning Full</b>					
0-6" dbh	Per tree		3	\$	\$
7-12" dbh	Per tree		16	\$	\$
13-18" dbh	Per tree		117	\$	\$
19-24" dbh	Per tree		142	\$	\$
25-36" dbh	Per tree		122	\$	\$
37" dbh and above	Per tree		19	\$	\$
					\$
<b>Individual Tree Removal (including stump)</b>					
0-6" dbh	Per tree		10	\$	\$
7-12" dbh	Per tree		32	\$	\$
13-18" dbh	Per tree		48	\$	\$
19-24" dbh	Per tree		24	\$	\$
25-36" dbh	Per tree		26	\$	\$
37-47" dbh	Per tree		2	\$	\$
47" dbh and above	Per tree		0	\$	\$
					\$
<b>Eucalyptus Grove Pruning &amp; Removal</b>					
Tree Pruning	Per tree	0	23	\$	\$
Tree Removal (Including stump )	Per tree	0	3	\$	\$
					\$
<b>GPS/GIS Tree Tracking Inventory</b>					
GPS/GIS Tree Inventory	Per tree		587	\$	\$
					\$
				<b>TOTAL:</b>	<b>\$</b>



## ATTACHMENT D



**Attachment D1  
Itemized Tree Data by District**

Item Description	FUND 105 Village Landing	FUND 122 Fahrens Park I	FUND 126 Mansionette	FUND 141 Fahrens Park II	FUND 143 Davenport	FUND 151 Yosemite Gateway	FUND 164 Bellevue Ranch East	FUND 178 Cottages #15	FUND 185 Moraga #22	FUND 188 Cypress Terrace East #25	TOTAL
<b>Single Tree Pruning Full</b>											
0 6" dbh	91	0	58	0	0	64	901	26	148	60	1,348
7 12" dbh	54	0	75	0	0	113	377	34	125	32	810
13 18" dbh	73	0	33	0	0	17	79	14	10	4	230
19 24" dbh	16	0	13	0	0	2	2	0	0	0	33
25 36" dbh	13	0	3	0	0	1	0	0	0	0	17
37" dbh and above	2	0	0	0	0	0	0	0	0	0	2
<b>SUBTOTAL</b>	249	0	182	0	0	197	1,359	74	283	96	2,440
<b>Eucalyptus Grove</b>											
<b>Pruning &amp; Removal</b>											
Tree Pruning	0	16	0	13	6	0	0	0	0	0	35
Tree Removal	0	0	0	0	0	0	0	0	0	0	0
<b>SUBTOTAL</b>	0	16	0	13	6	0	0	0	0	0	35



## Attachment D2

### Itemized Tree Data For Priority 1 Pruning & Removals (District 3 & 5)

Item Description	DISTRICT 3	DISTRICT 5	TOTAL
<b>Single Tree Pruning Full</b>			
<i>0 6" dbh</i>	3	0	<b>3</b>
<i>7 12" dbh</i>	15	1	<b>16</b>
<i>13 18" dbh</i>	82	35	<b>117</b>
<i>19 24" dbh</i>	95	47	<b>142</b>
<i>25 36" dbh</i>	86	36	<b>122</b>
<i>37" dbh and above</i>	17	2	<b>19</b>
<b>SUBTOTAL</b>	298	121	<b>419</b>

<b>Individual Tree Removal (Including stump)</b>			
<i>0 6" dbh</i>	7	3	<b>10</b>
<i>7 12" dbh</i>	25	7	<b>32</b>
<i>13 18" dbh</i>	34	14	<b>48</b>
<i>19 24" dbh</i>	16	8	<b>24</b>
<i>25 36" dbh</i>	24	2	<b>26</b>
<i>37-47" dbh</i>	2	0	<b>2</b>
<i>47" dbh and above</i>	0	0	<b>0</b>
<b>SUBTOTAL</b>	108	34	<b>142</b>

### Eucalyptus Grove

<b>Pruning &amp; Removal</b>			
<i>Tree Pruning</i>	0	23	<b>23</b>
<i>Tree Removal (Including stump)</i>	0	3	<b>3</b>
<b>SUBTOTAL</b>	0	26	<b>26</b>