



REQUEST FOR PROPOSAL

FOR

Tree Trimming and Tree Removal

City of Manteca

Public Works Department, Parks Division

RFP Issue Date: Monday, September 15, 2025

**PROPOSALS DUE:**

**4:00 P.M., Thursday, October 16, 2025**

**City of Manteca Public Works Department**

**1001 W. Center Street**

**Manteca, CA. 95337**

<https://www.manteca.gov/departments/public-works>

**City of Manteca  
Request for Proposal**

Tree Trimming and Tree Removal

**Public Works Department, Parks Division**

**TABLE OF CONTENTS**

**SECTION I**

**Introduction**

A. Summary Scope of Work.....	3
B. Location of Work to be Performed.....	3
C. Project Inquiries.....	3
D. Definition of Terminology.....	4

**SECTION II**

**Conditions Governing the Procurement**

A. Sequence of Events.....	5
B. Explanation of Events .....	5
C. General Requirements.....	6
D. Contractor Requirements.....	9

**SECTION III**

**Proposal Submittal, Evaluation and Selection Process**

A. Proposal Content and Format.....	11
B. Proposal Review and Evaluation.....	12

**APPENDICES**

Appendix A: Scope of Services	
Appendix B: Proposer Information Form	
Appendix C: Insurance Requirements	
Appendix D: Proposal Pricing Form - Street Trees	
Appendix D1: Proposal Pricing Form - Golf Course Trees	
Appendix E: Addendum Receipt	
Appendix F: Agreement for General Services	

**SECTION I****Introduction**

The City of Manteca will be accepting proposals from experienced and qualified Contractors to provide Tree Maintenance Services for the Public Works Operations & Maintenance, Parks Division located at 245 N Union Road in the City of Manteca. It is the intent of the City of Manteca (hereafter referred to as “City”) to contract for said Tree Maintenance Services and other related services from a contractor for a term of 3 years with two 1-year extensions, following the guidelines of the City of Manteca’s purchasing policy.

**IMPORTANT:** You must be a Public Works registered contractor with the Department of Industrial Relations (DIR) prior to submitting a proposal.

**A. SUMMARY SCOPE OF WORK**

Proposals shall include all labor, supervision, appropriate equipment, necessary materials, and all other equipment/materials/supplies not specifically provided by the City in accordance with schedule outlined in this RFP. (See Appendix A for Full Scope.)

**B. LOCATION OF WORK TO BE PERFORMED**

The services will primarily be within the City limits at various City locations. Services shall be completed at the request of authorized City personnel. The Parks office is located at 245 N Union Road. Normal operating hours are from 7:00 a.m. to 5:00 p.m. Monday through Friday. Office hours are 6:00 a.m. to 4:30 p.m. Monday through Thursday.

**C. PROJECT INQUIRIES**

Any inquiries or requests regarding this procurement shall be submitted in writing to the designated City employee listed below. Inquiries and requests made to other City staff will not be responded to. All responses will be in writing and will be distributed to potential Proposers who receive a copy of this Request for Proposal. The designated contact is:

Nicolas Karastathas, Public Works Landscape Maintenance Supervisor  
City of Manteca  
1001 W Center Street, Manteca, CA 95337  
nkarastathas@manteca.gov  
209 456-8614

### D. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that may be used throughout this Request for Proposal (RFP), including appropriate abbreviations:

1. **"AGREEMENT"** shall mean a duly executed and legally binding contract.
2. **"BUSINESS HOURS"** means 7:00 a.m. through 5:00 p.m. Pacific Standard Time.
3. **"CITY"** means City of Manteca, its officers, employees and City Council.
4. **"EVALUATION COMMITTEE"** means a body appointed to perform the evaluation of Proposers. The objective of the Evaluation Committee is to evaluate, score, rank the proposals and recommend the Proposer whose proposal is most responsive and in compliance with the specifications and requirements of the RFP.
5. **"FINALIST"** is defined as a Proposer who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Proposer for further consideration by the City.
6. **"MINOR TECHNICAL IRREGULARITIES"** means anything in the proposal that does not affect the price, quality and quantity or any other mandatory requirement.
7. **"NOTICE OF AWARD"** shall mean a formal written notice of award of a contract to the Proposer by the City.
8. **"PROCUREMENT"** means the securing or purchase of services described in this RFP.
9. **"PROPOSER"** means any person, firm, business, corporation, or partnership that chooses to submit a proposal.
10. **"REQUEST FOR PROPOSAL" or "RFP"** means all documents, including those attached in the Appendices or incorporated by reference, used for soliciting proposals.
11. **"RESPONSIBLE PROPOSER"** means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.
12. **"RESPONSIVE PROPOSER" or "RESPONSIVE PROPOSAL"** means an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP.

**SECTION II****Conditions Governing the Procurement**

This section outlines and describes the sequence of events of the Selection Process and specifies the tentative schedule established for this RFP. The City reserves the right to modify this schedule if it is in the best interest of the City to do so. All parties known to have received this RFP will be notified of any significant changes made to the sequence of events and schedule.

**A. SEQUENCE OF EVENTS**

	<b>Event/Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Distribution of RFP Document	City	September 15, 2025
2.	Deadline to Submit Written Questions	Proposer	September 29, 2025 3:00 p.m. Monday
3.	Issue Written Response (Addenda) to Questions	City	October 2, 2025 3:30 p.m. Thursday
4.	Submission of Proposal	Proposer	4:00 p.m. Thursday October 16, 2025
5.	Conduct Interviews (If Necessary)	City	TBD
6.	Notice of Intent to Award/Contract Documents	City	Thursday October 23, 2025
7.	Protest Deadline	Proposer	Thursday October 30, 2025
8.	Staff recommendation to City Council and Contract Award	City	Tentatively/Tuesday November 18, 2025
9.	Contract Work to Begin	City and Proposer	Tentatively February 2, 2026

**B. EXPLANATION OF EVENTS****1. Distribution of RFP Document**

- i. This RFP is released for distribution on September 15, 2025 by the City in accordance with the provisions of the City's Procurement Policy. A distribution list of those who receive this RFP will be maintained throughout the procurement process and will become part of the procurement file.

2. Deadline to Submit Written Questions.

- i. Potential Proposers may submit questions in writing the City employee listed in Section I. Item C until 3:00 p.m. on September 29, 2025. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail to the Proposer distribution list. Include the e-mail address for the individual appointed to receive responses to the questions. The identity of the organization submitting the question(s) will not be revealed.

3. Issue Written Response to Questions

- i. Written responses to written questions will be distributed on October 2, 2025 to all potential Proposals whose organization name appears on the procurement distribution list.

4. Submission of Proposal

- i. **PROPOSALS MUST BE HAND DELIVERED OR MAILED IN A SEALED ENVELOPE AND CLEARLY MARKED AS “RFP-PUBLIC WORKS O&M, PARKS DIVISION (TREE SERVICES)” AND MUST BE RECEIVED BY THE EMPLOYEE AS LISTED BELOW OR DESIGNEE BY 4:00 P.M. LOCAL TIME ON Thursday, October 16, 2025. Proposals received late or submitted by FAX or any other electronic method will not be accepted.** Each PROPOSER must submit one (1) original signed copy and three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive) to:

CITY OF MANTECA City Clerk's Office  
Nicolas Karastathas, Public Works Landscape Maintenance Supervisor  
1001 W. Center Street  
Manteca, CA 95337

Price Proposals must be submitted on the PROPOSAL PRICING FORMS provided (**Attachment D & D1**). All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the PROPOSAL PRICING FORM.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions and instructions that govern this procurement.

1. Acceptance of Conditions Governing the Procurement – Potential Proposers must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.
2. Incurring Cost - Any costs incurred by the Proposer in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.
3. Prime Contractor Responsibility - Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with City.
4. Subcontractors/Consent – The use of subcontractors under certain circumstances will be permitted. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the City before any subcontractor is used during the term of this agreement.
5. Amended Proposals - A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City staff will not collate or assemble proposal materials.
6. Right to Reject Proposal – The City reserves the right to reject a proposal from any Proposer who has previously failed to perform properly, has caused the City to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work outlined in this RFP.
7. Proposers Right to Withdraw Proposal – Proposer will be allowed to withdraw their proposal at any time, prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative and addressed to the City employee previously listed in this RFP. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the aforementioned City employee or designee.
8. Disclosure of Proposal Contents - Proposals will be kept confidential until award process is completed by the City. At that time, all proposals and documents pertaining to the proposals will be available to the public, except for material that is clearly marked proprietary or confidential. The City will not disclose or make public any pages of a proposal on which the potential Proposer has stamped or imprinted "proprietary" or "confidential," subject to the following requirements:

- A. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is restricted to:
    - i. confidential financial information concerning the Proposer's organization;
    - ii. data that qualifies as a trade secret in accordance with the Uniform Trade Act;
    - iii. PLEASE NOTE: The City of Manteca is a Public Entity and is required to provide information when a Public Records Act Request is submitted. If such a request is submitted, items not listed above from this proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
  - B. If a request is received for disclosure of data for which a Proposer has made a written request for confidentiality, the CITY shall examine the Proposer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Proposer takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
  - C. PLEASE NOTE: The cost of services proposed shall not be designated as proprietary or confidential information.
9. No Obligation – This RFP in no manner obligates the CITY to the use of any Proposer's services until a valid written contract is awarded and approved.
10. Termination – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when such action is deemed in the best interest of the City.
11. Legal Review – The CITY requires that all Proposers agree to be bound by the General Requirements contained in this RFP. Any Proposer's objections must be promptly submitted in writing to the attention of the aforementioned Public Works Employee listed in **Section II, Item B, Number 5**.
12. Proposer Qualifications - The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP. The City will reject the proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer as defined in **Section I, Item D**.
13. Right to Waive Minor Irregularities - The City's Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the City.

14. Change in Contractor Representatives – The CITY reserves the right to require a change in contractor representatives, if the assigned representative(s) is (are) not, in the opinion of the CITY, adequately meeting the needs of the CITY.
15. Ownership of Documents – All documents submitted in response to this RFP shall become property of the CITY.

### **D. CONTRACTOR REQUIREMENTS**

The successful Proposer (Contractor) must obtain the following bonds, licenses, insurance and other requirements:

1. Insurance  
The agreement for this procurement requires that the Contractor procure and maintain, during the life of this contract, insurance coverage of the kinds and in the amounts listed in **Appendix C**. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of California and shall cover all performance whether completed by the Contractor, the Contractor's employees, or by subcontractors.
2. Licenses  
Any proposer awarded a contract under this solicitation must show proof of having the required Manteca Business License before the contract will be executed. Failure to show such proof within 10 business days of the Proposer being notified of contract award shall result in retraction of such award. California State License Board C-61/D-49 Tree Services.
3. Contractor Primary Single Point of Contact  
Contractor shall provide a telephone number for reaching the primary contact in the event of an emergency. When the primary contact is unavailable for planned absences, contractor shall provide the name and means to contact the backup single point of contact. In all instances, the primary contact must be reachable after hours.
4. Contractor Hiring Standards  
Given that the Contractor employees will have unmonitored access to, and be performing unmonitored services in City facilities, the Contractor is expected to implement comprehensive hiring and screening standards. At a minimum, Contractor shall impose the following hiring standards for any employee provided access to City property or performing any services under this RFP on City property:
  - A. Legal right to work in the United States.

- B. Ability to speak, understand, read and write English.
- C. Adequate work and personal references for ability and character.
- D. Negative screening for illegal drugs including marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines.
- E. No convictions of unsuitable offenses (i.e., grand theft, burglary, etc.) determined by criminal background check for all felony and misdemeanor convictions.
- F. Prevailing wage must be paid to contractors following the DIR guidelines:  
In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.  
Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

5. Employee Dress & Identification

At all times while on City property in the performance of the duties under this contract, Contractor's employees shall adhere to the following uniform and attire standards:

- a. Wear a uniform, shirt or ID badge that identifies them as employees of the Contractor.
- b. Be appropriately and safely dressed (e.g., no sandals, tank tops, or shirt graphics except for the name or company logo of the contractor).
- c. Maintain a neat, well-groomed and hygienic appearance at all times.

6. Code of Conduct

Contractor employees shall conduct themselves in a professional and ethical manner at all times when providing services on City property. Certain conduct, including the following, is considered unacceptable and will result in such employee being banned from carrying out further services on City property:

- a. Theft or unauthorized removal of money or property from City, its employees, passengers or anyone else on City property.
- b. Embezzlement, bribery and other similar forms of dishonesty. Possession of any dangerous, unauthorized materials, such as explosives, firearms or other similar items on City property.

- c. Gross negligence, gross carelessness, or willful acts, which result in damage to City employees, its passengers, or City property or equipment.
- d. Violation of safety or health rules, or engaging in conduct that creates a safety or health hazard.

## **SECTION III**

### **Proposal Submittal, Evaluation and Selection Process**

The Proposer must prepare a technical and a cost proposal for the work to be performed. Proposals must be hand delivered or mailed in a sealed envelope and clearly marked as a response to the RFP. All documents must be received as listed in **Section II Item B, Number 5**. Proposals received late or submitted by FAX or any other electronic method will not be accepted. Each PROPOSER must submit one (1) original signed copy, three (3) duplicate copies of the complete proposal and (1) Electronic Version (on USB Drive. The proposal package must contain the following:

#### **A. PROPOSAL CONTENT AND FORMAT**

The Proposer shall organize and submit their proposal package as follows:

1. Letter of Transmittal, which shall include the following information:
  - a. Name, address, telephone number, e-mail of proposer.
  - b. Name, telephone number and e-mail of primary contact.
  - c. Signature of the officer or employee with authority to bind proposer.
  - d. Date of the proposal.
  - e. A statement that the Proposer, if awarded the contract, will comply with all term and conditions set forth in the RFP.
  - f. A statement that the Proposer will, if not already done, obtain a business license with the City of Manteca prior to start of work, if awarded the Contract.
  - g. A statement that proposal is valid for ninety (90) days after the deadline for submission of proposals.
2. Technical Approach to Scope of Services
  - a. One page narrative describing proposer's business philosophy and how the services will be provided or what tasks will be performed in response to the Scope of Work. The scope of work indicates "what" the proposer is required to do; the description of services should indicate "how" the offeror intends to perform the services.
3. Experience, Qualifications and References

- a. One page narrative describing the history of proposer's company and the geographic areas served. Discuss prior experience and qualifications related to accomplishing the scope of work. This portion of the proposal should demonstrate the extent to which the proposer is qualified to perform the specific services contained in the RFP.
  - b. One page listing references of at least three (3) projects of similar size and scope of services as this RFP. Include organization name, primary contact name, address and telephone number, time and date of services provided, specific services provided, and dollar values of contract.
4. Proposer's Staff
  - a. Identify the individuals by name and title who will be assigned to work specifically on this contract.
  - b. Provide background information on each of the individuals, including experience, training and references.
  - c. Statement certifying that any employee assigned to work specifically in a confidential area (as determined by the City) has or will pass a criminal background check. The Proposer will be responsible for payment of all background checks and security screenings. This will be listed in the Scope of Work in **Appendix A**.
5. Proposers Information Form – **Appendix B**
6. Cost Proposal Pricing Sheet "Street Trees" – **Appendix D**
  - a. The Fee Schedule is subject to negotiation and must be valid through duration of the contract.
  - b. Proposer Pricing Sheet shall list any and all costs charged by the Proposer for their services for Years 1-3.
  - c. Price Proposals must be submitted on **Appendix D** provided. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Proposal Pricing Sheet.
7. Cost Proposal Pricing Sheet "Golf Course Trees" – **Appendix D1**
  - a. The Fee Schedule is subject to negotiation and must be valid through duration of the contract.
  - b. Proposer Pricing Sheet shall list any and all costs charged by the Proposer for their services for Years 1-3.
  - c. Price Proposals must be submitted on **Appendix D1** provided. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Proposal Pricing Sheet.

### **B. PROPOSAL REVIEW AND EVALUATION**

The City will examine all proposals and the Proposer whose proposal is deemed by the Evaluation Committee to have the best overall value and is the most advantageous to the City shall be recommended to the City Manager and/or City Council for Award.

1. Proposals shall be submitted in a timely manner and will be evaluated by an evaluation team to ascertain responsiveness and responsibility to the provisions of this RFP.
2. A proposal that does not contain the items specified herein shall be considered non-responsive and such proposal shall be rejected.
3. Determination of Proposer responsibility shall be based upon evidence of adequate financial and technical capacity to undertake the project and satisfactory performance in previous contracts
4. The City employee listed in ***Section II, Item B, Number 5***, or designee, may initiate discussions with Proposers who submit responsive or potentially responsive proposals for clarifying aspects of the proposal. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Proposers.
5. The City's evaluation team will use a Best Value selection process in which proposals will be evaluated by both price and qualitative components, and award of the contract is based on a combination of price and the following qualitative considerations:

Evaluation Criteria	Max Points
<b>Company Qualification, Experience &amp; References</b>  A. Demonstrate that the firm meets all the requirements set forth in Section III.  B. Qualifications of firm stability and capacity; References and past history with the City of Manteca.	25
<b>Qualifications and Experience of Key Personnel</b>  A. The professional, technical and managerial qualifications and experience of personnel named in the proposal.  B. Previous relevant experience which demonstrates capability to successfully manage work. <ol style="list-style-type: none"> <li>1. Years of Experience</li> <li>2. Extent of experience applicable to this work</li> <li>3. Experience in key staff positions</li> </ol>	25
<b>Project Understanding and Management Plan</b>  A. Approach to the scope of services in Appendix A, Scope of Services  B. Quality Assurance System	25
<b>Reasonableness of Cost</b>  This portion of the proposal will be evaluated based on reasonableness of the proposed cost. Costs may be compared to costs The City of Manteca or other comparable public agencies have paid for similar services and to what is considered to be the industry's standard and customary costs for the services. Proposed costs may also be compared to any independent cost estimates.	25
<b>TOTAL =</b>	100

**C. NOTICE OF AWARD/CONTRACT DOCUMENTS**

1. The City will send a Notice of Intent to the successful proposer and Contract Documents will be drawn up once the successful proposer responds.
2. The City will have its designee notify all finalists once the Notice of Intent is issued.

3. The contract will be executed as soon as practical after the contract award is approved by City Council (tentatively scheduled for November 18, 2025). The City Employee or designee will notify successful proposer in writing after the contract is approved for award and execution.
4. Upon full execution of contract documents and verification of required licenses and certificates, the City and successful Tree Services Contractor shall work cooperatively to establish a start date and time that is mutually beneficial to both parties. It is the City's intent to enter into a contract with a contractor for a term of 3 years with two 1-year extensions.

**D. PROTEST PROCEDURES**

In accordance with the City's Procurement Policy, the procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. Only a bidder who has actually submitted a Proposal is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).

Upon receipt of a bid protest, the matter shall be reviewed by the Director of Public Works, whose decision shall be final. Any protests or materials submitted after the deadlines set forth herein will not be considered.

The protest shall include, at a minimum, but not be limited to:

- The name and address of the protesting party and its relationship to the procurement
- Identity of the contact person for the protestor, including name, title, address, telephone, and e-mail addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party.
- Identification of the procurement.
- A description of the nature of the protest, referencing the portion(s) of the solicitation involved.
- Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based.
- A complete discussion of the basis for the protest, including all supporting facts, documents or data.

- A statement of specific resolution requested.

Protest after Proposal Opening/Announcement of Award - Qualified contractor may file a written protest of the procurement procedures involved in any request for bid or proposal within five (5) working days of the announcement of award. The City will respond to all protests within ten (10) days of the date of protest submission. Protests shall be submitted to the following:

City of Manteca c/o City Clerk – time stamp  
Public Works Department Administrative Division  
1001 W. Center Street, Manteca, CA 95337

Or by email to:

[PWConferencing@manteca.gov](mailto:PWConferencing@manteca.gov)

Please indicate “2025-PW118” in the subject line or on the envelope, to insure proper distribution.

**END**

### Appendix A

#### Scope of Services

This appendix describes the scope of services requested in this RFP

##### A. SCOPE OF SERVICES

The scope of work shall be finalized upon the selection of the Firm. The respondent's submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the Scope of Work and Services. It is anticipated that the scope of work will include, at a minimum, the following:

#### SPECIFICATIONS

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 Best Management Practices (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.

1. **Tree Pruning:** Tree pruning and maintenance services shall be performed according to the most current editions of the following benchmark standards:
  - a) American National Standards Institute (ANSI) A300 Part 1 Pruning Standards
  - b) ANSI Z133 Safety Standards
  - c) 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.
- Reduce maintenance costs.
- Prevent or mitigate a pest problem.
- Remove rubbing limbs, crossing limbs, mistletoe and limbs out of balance.

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' 6" 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 roofs or street lamps.
- Utility and Telecom Drop Lines - not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires.
- Along sound walls- cut back even to the wall using proper reduction cuts.

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

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.

### 3. Job Performance Requirements:

- a) **Debris and Chip Disposal:** The Contractor is responsible for the disposal of all logs, limbs, chips, and debris generated by work described.
- b) **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,  $\frac{3}{4}$ " plywood planking to prevent soil compaction.
- c) **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.
- d) **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. Any vehicle which may interfere with the work shall be moved by the owner of the vehicle. If a vehicle impeded the start of work the Contractor shall attempt to notify the owner of the vehicle no less than three (3) documented times, over a (3) day period (once per day, minimum). If the owner of the vehicle cannot be notified, the Contractor must notify the City of the failed notification attempts.
- e) **Safety Standards:** All equipment to be used and all work to be performed to meet accepted current applicable industry standards for safe practices;

and Contractor 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. All damages to vehicles, property, as well as injuries to pedestrians shall be reported to the Director of Public Works or his designee within one (1) hour of occurrence. 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 24 hours of 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.

- f) **Work Hours:** Between 7:00 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.
- g) **Location of Consultant:** For the convenience of Manteca's staff, consultants' yard and equipment should be located no farther than 20 miles from the City of Manteca.
- h) **Emergency Response:**
  - i. The Contractor will 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. The Contractor's crew will do what is necessary to remove/secure the hazardous tree or render the tree-related condition safe until the following work day. Emergency work must begin within (2) two hours of the initial telephone call.

- ii. Contractor is required to provide a 24-hour emergency phone number and the names of at least five contact individuals. Should the contact persons or their phone numbers change during the course of the Agreement, those changes must be submitted to the City within (2) two working days.
- iii. Contractor is 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 will be required to notify the responsible utility company.

i) **Traffic Control:**

- i. Contractor must conform to all City Traffic Safety requirements and operating rules at all times while this Agreement is in effect. The Contractor must employ staff certified as Traffic Control Design Specialists and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).
- ii. 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/message board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.
- iii. Illuminated arrow/message boards, sign stands, delineators and/or cones must be used to identify the work site for vehicular and pedestrian safety.

4. **General Information:**

- a) **Examination of Sites:** All interested parties should inform themselves of all the 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.
- b) **Certified Arborist:** It is the preference of the City of Manteca 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.

- c) **Licensing, Certification and Labor:** All firms submitting proposals must hold a valid State California C-61 and D-49 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.

**Appendix B****Proposer Information Form****General Information**

Business Name: \_\_\_\_\_

Business Type:

☐ Corporation (State of Incorporation \_\_\_\_ ) ☐ Partnership☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

Business Federal Tax ID Number: \_\_\_\_\_

DIR Number: \_\_\_\_\_ subcontractor Y/N \_\_\_\_\_

**Corporate Headquarters**

Address: \_\_\_\_\_

**Local Office (If Applicable)**

Address: \_\_\_\_\_

**Authorizing Contact**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Primary Contact**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each.**

## Appendix C

### Insurance Requirements

#### Insurance Requirements

Prior to execution of the contract, all contractors, and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. Any insurance proceeds available to city in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to the contract are required. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor or service provider or deducted from sums due the contractor, or service provider, at the City's option.

**Minimum Limits of Insurance:** Coverage shall be at least as broad as:

#### *Commercial General Liability*

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured ***on 2001 or earlier issued endorsement forms***: "City of Manteca, its officers, officials, employees, agents, and volunteers".

#### *Automobile Liability*

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

#### *Worker's Compensation*

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

#### *Professional Liability (Errors and Omissions)*

Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### *Other Insurance Provisions:*

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

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

### ***Verification of Coverage***

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

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Acceptability of Insurers***

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

### ***Waiver of Subrogation***

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

### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

### ***SPECIAL RISKS OR CIRCUMSTANCES***

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

## APENDIX D

### Street Trees

		Year 1	Year 2	Year 3
DESCRIPTION	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE
Grid Tree Trimming Up to 12" (DBH)	1			
Grid Tree Trimming 13" to 24" (DBH)	1			
Grid Tree Trimming 25" to 36" (DBH)	1			
<b>Tree Trimming Per Project Scope</b>				
Tree Trimming up to 12" (DBH)	1			
Tree Trimming 13" to 24" (DBH)	1			
Tree Trimming 25" to 36" (DBH)	1			
Tree Trimming 37" and over (DBH)	1			
<b>Tree Removal Only (No Grinding) Per Project Scope</b>				
Tree Removal up to 12" (DBH)	1			
Tree Removal 13" to 24" (DBH)	1			
Tree Removal 25" to 36" (DBH)	1			
Tree Removal 37" and up (DBH)	1			
<b>Tree Removal and Grinding Per Project Scope</b>				
Tree Removal up to 12" (DBH)	1			
Tree Removal 13" to 24" (DBH)	1			
Tree Removal 25" to 36" (DBH)	1			
Tree Removal 37" and up (DBH)	1			

### Additional Hourly Tree Services to include:

#### Lift Truck, Chipper Truck and Chipper

		Year 1	Year 2	Year 3
Prevailing Wage Hourly Price	Equipment	Hourly Price	Hourly Price	Hourly Price
2 Man Crew (1 Foreman & 1 Grounds man)	as listed above			

### Emergency Hourly Tree Services

Prevailing Wage Hourly Price	Equipment	Hourly Price	Hourly Price	Hourly Price
2 Man Crew (1 Foreman & 1 Grounds man)	as listed above			
3 Man Crew (1 Foreman & 2 Grounds men)	as listed above			

Name of Authorized Bidder:

Company Name:

DIR Number

## APENDIX D1

### Golf Course Trees

		Year 1	Year 2	Year 3
DESCRIPTION	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE
<b>Tree Trimming Per Project Scope</b>				
Tree Trimming up to 12" (DBH)	1			
Tree Trimming 13" to 24" (DBH)	1			
Tree Trimming 25" to 36" (DBH)	1			
Tree Trimming 37" and over (DBH)	1			
<b>Tree Removal Only (No Grinding) Per Project Scope</b>				
Tree Removal up to 12" (DBH)	1			
Tree Removal 13" to 24" (DBH)	1			
Tree Removal 25" to 36" (DBH)	1			
Tree Removal 37" and up (DBH)	1			
<b>Tree Removal and Grinding Per Project Scope</b>				
Tree Removal up to 12" (DBH)	1			
Tree Removal 13" to 24" (DBH)	1			
Tree Removal 25" to 36" (DBH)	1			
Tree Removal 37" and up (DBH)	1			

<b>Additional Hourly Tree Services to include:</b>		Year 1	Year 2	Year 3
<b>Aerial Lift, Chip Truck, Chipper, *Loader as indicated</b>				
<b>Prevailing Wage Hourly Price</b>	<b>Equipment</b>	<b>Hourly Price</b>	<b>Hourly Price</b>	<b>Hourly Price</b>
2 Man Crew (1 Foreman & 1 Grounds man)	as listed above			
3 Man Crew (1 Foreman & 2 Grounds men)	as listed above			
5 Man Crew (1 Foreman & 4 Grounds men) All Equipment listed and Loader	as listed above plus loader			

**Name of Authorized Bidder:**

**Company Name:**

**DIR Number**

**Appendix E**

**Addendum Receipt**

**ADDENDUM RECEIPT**

\_\_\_\_\_ (PROPOSER) acknowledges it has received and read all of the following Addenda:

Public Works Operations & Maintenance, Parks Division: RFP Tree Services

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

**Appendix F**

**Sample - Agreement for General Services**

**CONTRACT FOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

---

Consultant

---

MAILING ADDRESS

CITY

STATE

ZIP

---

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for \_\_\_\_\_

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES:**

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and

attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on \_\_\_\_\_, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### 3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed \_\_\_\_\_ (\$\_\_\_\_\_) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

**4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

### 8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

### 9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

### 10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

### 11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its

contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

**Commercial General Liability Insurance.**

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage shall contain a waiver of subrogation in favor of the City.

*Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

*Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

*Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

### All Coverages.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

### 17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

City Contact  
City Contact Title  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Other Party Contact Name  
Other Party Contact Title  
Other Party Vendor Name  
Other Party Address  
Other Party Phone Number  
Other Party Email

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such

action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: \_\_\_\_\_  
City Party Name, City Party Title

ATTEST:

By: \_\_\_\_\_  
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney Name, City Attorney Title

CONSULTANT

By: \_\_\_\_\_  
Title: Other Party Name

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]

EXHIBIT C  
Payment Schedule

TBD