



City of Watsonville
Request for Proposals (RFP)
2025-2026 On Call Tree Maintenance Services

The City of Watsonville ("City") is requesting proposals from qualified contractors to provide on call professional tree maintenance services for City properties.

Contract Period: January 15, 2025, to January 14, 2026 (with the option for a maximum of two (2) additional one-year term increments)

Proposals due on Friday, December 20, 2024, at 2:00 P.M.

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SECTION 1: GENERAL INSTRUCTIONS AND INFORMATION FOR CONTRACTORS

SECTION 1.1 INSTRUCTIONS

Background. The City is requesting proposals from firms who are interested and qualified in providing on-call tree maintenance services on various City properties. Contractors must be fully licensed and insured to provide tree work services under the annual blanket purchase order. The City intends to select one or more tree service firms to provide maintenance services throughout the City of Watsonville on City property. Typical jobs covered under this purchase order would include but not be limited to full tree removals, stump grinding, routine tree pruning, irrigation, and traffic control.

Proposal Submission. Deliver proposals to the City of Watsonville by **December 20, 2024, at 2:00 p.m.** Proposals may be submitted **either electronically or by hard copy.**

Electronic Submission: Respondents shall submit their proposal electronically by sending one complete PDF file by email or other electronic file transmission service accessible by email (such as Dropbox, Google Drive, One Drive, etc.) to:

Joseph Medina, Parks Superintendent
joseph.medina@watsonville.gov

Hardcopy Submission: Two hard copies and an electronic copy of the proposal must be provided in a sealed envelope addressed to the Parks and Community Services Department, labeled with **“On Call Tree Work Services RFP for 2025-2026”** and delivered to:

City of Watsonville- Parks and Community Services Department
231 Union Street
Watsonville, CA 95076

Hardcopy proposals received after the due date and time will be considered non-responsive. Firms may elect to mail the proposals at their own risk. Proposals lost or received after the submission deadline will not be considered.

Proposals will not be publicly opened. Following receipt of proposals, City Staff will review and evaluate all proposals submitted. Proposal submittals and scores become public information after the selection process ends and a contract or contracts are awarded.

Respondent is to complete the following documents and include them in the proposal package:

1. Bid Proposal
2. Company Qualifications Form (Section 1 to 4)
3. Non-Collusion Affidavit

These forms are provided in Section 1.2 Bid Documents. Failure to use the forms provided within the RFP package will result in an incomplete proposal. Additional pages may be attached to the proposal, as supplemental, but not as replacement pages. Unauthorized conditions, omissions, limitations or

provisions attached to a proposal will render the proposal non-responsive and may cause its rejection. Incomplete proposals will not be considered.

Examination of Contract Documents and Project Site(s). Each respondent is solely responsible for thorough review of the Request for Proposal (RFP) Documents prior to submitting a proposal package.

Addenda. Any addenda issued prior to Proposal due date shall constitute part of the Contract Documents. All addenda must be acknowledged as part of the bid package.

Request for Proposal (RFP) Schedule.

December 5, 2024	RFP posted on City's Website
December 13, 2024 @ 5:00 p.m.	Deadline to submit written questions to City staff (at joseph.medina@watsonville.gov)
December 20, 2024	Proposals Due no later than 2:00 p.m.
Week of December 30, 2024	Selected contractor(s) will be notified to execute contract

Contractor Selection Criteria. The City will be awarding this contract using a "Best Value" methodology including evaluation of price, responses to technical questions, and interview (if needed). Part One of the Evaluation is a review of Qualifications, Experience and References of the Contractor based upon, "Company Qualifications Form." Contractors must receive a minimum score of 30 out of 40 points on the Qualifications, Experience and References to be further considered in the selection process. Points will be awarded based on the following categories:

- 60 points** Narrative Scoring (Based upon Company Qualifications Form).
The 60-point allocation will be awarded based on the following criteria:
- 20 points:* Previous experience in providing a superior level of tree maintenance services at the City or other like-sized government facilities with similar scopes of work.
- 20 points:* Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.
- 10 points:* Qualifications of staff proposed to provide on call tree work services.
- 10 points:* Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively without supervision by the City.

On Call Tree Work Service Costs (Based upon Bid Schedule Scoring):

- 40 points** On-Call tree work services costs (Based upon Bid Schedule).
The 40-point allocation will be awarded based on the following criteria:

- 30 points* Best Value based cost of service proposed on the bid items submitted. The bid items provided are representative of the scope of work the City intends to contract.
- 10 points* Average of Emergency Work Hourly Rates

Bonds. No Bonds are required.

License. The successful bidder and any subcontractor(s) must possess a current and valid California contractor's license(s) in the classification(s) required by law (D-49 Tree Service) to perform the work. In addition, a C-27 Landscaping license is preferred. The successful bidder will be required to obtain a City of Watsonville Business License.

City Representative. The designated City representative for this Request for Proposals (RFP) is Joseph Medina, Parks Superintendent, joseph.medina@watsonville.gov

Submittal of Written Questions regarding this RFP. All questions regarding this RFP must be submitted in writing to Joseph Medina, Parks Superintendent, at joseph.medina@watsonville.gov no later than **December 13th, 2024 @ 5:00 p.m.**

Insurance. If awarded the contract, the Bidder/CONTRACTOR shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements within 10 days of receipt of the Notice of Award. The required insurance must cover the activities of CONTRACTOR, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. **The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by the City.** If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Owner may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. **CONTRACTOR further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONTRACTOR, at any time as deemed necessary to protect the interests of the CITY.**

Commercial General Liability (CGL). Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence.

*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the “City of Watsonville, its City Council members, officials, agents, officers, and employees”.

Workers’ Compensation Insurance and Employer’s Liability. Workers’ Compensation Employers’ liability limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) per disease and One Million Dollars (\$1,000,000) aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

Business Automobile Liability. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence including coverage for owned, non-owned and hired vehicles.

Required Insurance Endorsements. CONTRACTOR shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

General Liability.

1. The City of Watsonville, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;
2. The insurer waives the right of subrogation against the City of Watsonville and the CITY’s elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
3. Insurance shall be primary non-contributing.

Workers Compensation.

1. The insurer waives the right of subrogation against the City of Watsonville and the CITY’s elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

Subcontractors. Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

Qualification of Insurers. All insurance required pursuant to this Contract must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of “A” or better and a financial size rating of “VIII” or better.

Certificates. Contractor shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Contractor’s agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days’ notice by the insurer to City, unless due to non-payment of premiums, in which case ten days written notice must be made to Owner. Certificates, including renewal certificates, may be mailed

electronically to cityclerk@watsonville.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:
City of Watsonville
Attn: City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076

DIR Registration: Pursuant to Section 1771.1 of the California Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractors and their subcontractors (listed on Subcontractors List) must provide an extract (print out) at time of bid showing active registration from the Public Works Contractor Registration online registration at <https://cadir.secure.force.com/ContractorSearch>

Prevailing Wages. The provisions of Sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the State of California Labor Code shall be complied with.

Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. The contractor shall post a copy of the applicable prevailing rates at the Worksite.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each working day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under this proposal by the Contractor or any of Contractor's subcontractors. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each working day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1775 of the Labor Code will be complied with.

The State of California determines that the general prevailing wage and per diem rate in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of the work, is the current prevailing wage determination established for Santa Cruz County. See the Department of Industrial Relations website for current determinations for Santa Cruz County, <https://www.dir.ca.gov/OPRL/2022-1/PWD/index.htm>

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Additionally, the awarded Contractor shall submit certified payroll records to the City.

Permits. The Contractor shall obtain permits, and the City shall pay for any permit fees.

Taxes. The proposal price shall include all applicable federal, state and local taxes.

Execution of Agreement. Contractor selected through the RFP process will be expected to execute a formal Agreement with the City of Watsonville for the provision of the requested service as set forth in the sample agreement attached to this RFP. Submission of a signed proposal will be interpreted to mean Contractor has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the attached Agreement. Contractor must submit any and all exceptions to this RFP with its proposal, clearly identifying the exception, including the page number and section number, as appropriate. The contractor should note that the submittal of an exception does not obligate the City to revise the terms of this RFP or any resulting agreement. The City will not consider any exceptions that are not identified in the proposal.

SECTION 1.2 BID DOCUMENTS

Bid Proposal On-Call Tree Maintenance Services

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Watsonville (“The City”) for the above-referenced project (“Project”) in response to the Notice Inviting Proposals and in accordance with the Contract Documents referenced therein.

Section 1:

Base Bid. Bidder proposes to perform and fully provide on call tree maintenance services as specified in the contract documents, for the one-year time period from January 15, 2025, to January 14, 2026 (with the option for a maximum of two (2) additional one-year term increments) per the pricing in the attached Bid Schedule.

Bid Item	Labor including work truck, tools and markup	Hourly Rate
1	Tree Removal	\$
2	Stump Grinding	\$
3	Routine Pruning	\$
4	Irrigation	\$
5	Traffic Control (Hourly)	\$
6	Traffic Control (Daily)	\$
7	Emergency Rate for Tree removals	\$
8	Emergency Rate for Pruning	\$
9	Material and Supply Markup Percentage	%
	Other (Describe)-	\$
		\$
		\$
		\$

1. **Addenda.** Bidder acknowledges receipt of the following addenda and has incorporated them into this proposal:

ADDENDA NUMBER(S): none 1 2 3 4 5 6
(circle all that apply)

2. **Bidder's Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

- 3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents.
- 3.2 Bidder is fully qualified to perform the work.
- 3.3 Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

This Bid Proposal is hereby submitted on date: _____,

Company Name

Address

Phone

City, State, Zip

Fax

Email

FORMS - ATTACH COMPLETED FORMS TO BID PROPOSAL:

1. Company Qualifications Form (Section 1 to 3)
2. Non-Collusion Affidavit

BID ITEM DESCRIPTION:

1. Tree Removals- Full removal of a tree including canopy, trunk(s), and foliage. All tree debris to be removed from the site. Refer to Section 3 of Exhibit A.
2. Stump Grinding- Removal of tree stump(s) to a depth of 4" minimum below grade. Refer to Section 3 of Exhibit A.
3. Routine Pruning- Corrective pruning as necessary for structural defects, crossing branches, inward growing branches, diseased branches/foliage, included bark, Refer to specification 2.2-17 of Section 2 and Section 3 of Exhibit A for details.
4. Irrigation- Installations and repairs as requested by the City. Refer to specifications in Section 3, Exhibit A.
5. Traffic Control (Hourly)- Safely diverting vehicular and pedestrian traffic to industry standards as to keep the public safe during work which effects roadways, pathways and bike lanes. Includes proper signage and spacing, proper coning and spacing, and flaggers if necessary. Refer to specification 2.2.18 of Section 2 for details
6. Traffic Control (Daily)-Same as above, per day. Refer to specification 2.2.18 of Section 2 for details
7. Emergency Tree Removals- Removal of trees deemed hazardous outside of normal working hours. Emergency rates require contractor to respond within four (4) hours. Refer to specification 2.2.8 of Section 2 for details.
8. Emergency Tree Pruning- Removal of hazardous or dangerous branches outside of normal working hours. Emergency rates require contractor to respond within four (4) hours. Refer to specification 2.2.8 of Section 2 for details.
9. Markup on Materials and Purchases- Percentage charged for materials and supplies purchased for completion of work directed by the City. Receipts for material and supply purchases shall be required at time of billing.

FORM 3 - COMPANY QUALIFICATIONS FORM (SECTION 1 to 3)

Please provide a brief narrative entitled, "Form 3-Company Qualifications Form- On Call Tree Work Services RFP," which answers the questions in Sections 1 through 3 below (Please include your company's complete legal name and form of entity, for example, "corporation," on each page):

Section 1:

Previous experience in providing a superior level of tree maintenance services at like- sized public and/or private facilities with similar scopes of work:

Please answer the following:

1. How many years has your company been in business under its present business name?
2. Describe your previous experience providing tree work services at like-sized public and/or private facilities with similar scopes of work.
3. Describe your systems approach for managing irrigation systems. What is your plan for maintaining irrigation systems and preventative measures to be taken to ensure maximum efficiency and water conservation? Discuss experience with all centralized irrigation systems and specifically Hunter ICC2.
4. Service Philosophy: Discuss what your company believes to be the most important component of the tree maintenance services you provide and explain.
5. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Please include any previous experience with government agencies.
6. State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.
7. Please list and explain any pending bankruptcies, liens, stop notices, judgments, lawsuits and foreclosures, or any such actions filed or resolved in the past seven (7) years.

FORM 3 CONTINUED

Section 2:

Assessment of work quality, performance and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness:

1. List three (3) like-sized customers that you have provided ongoing services to within the last three (3) years. If possible, please provide customer(s) that are government agencies. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number
 - d. Number of years your firm has provided services to customer
 - e. Facility names or locations where services have been provided
2. How will your company partner with the City of Watsonville staff to provide innovative approaches to cooperatively solve problems?

Section 3:

Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

1. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
3. Describe your communication plan to assure proper communication between your representative and the City of Watsonville representative.
4. Describe in detail your Safety Program.
5. Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for the City of Watsonville that will show

work accomplished, labor hours, materials consumed, and equipment utilized by site. If available, attach sample reports.

FORM 4 – NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SAMPLE INSURANCE CERTIFICATE

Policy Number: Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY. ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS (FORM B).

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Watsonville, its appointed and elected officials, and its employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The insurance provided herein is primary coverage to the certificate holder with respects to any insurance or self-insurance programs maintained by the certificate holder, and no insurance held or owned by the certificate holder shall be called upon to contribute to a loss.

CG 20 10 11 85

SECTION 2: TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS TREE MAINTENANCE SERVICES FOR THE CITY OF WATSONVILLE Contract Term: Jan 15, 2025 to Jan 14, 2026 (With option for additional 2 years)

INCLUDING:

PROPOSAL INFORMATION FOR CONTRACTORS
GENERAL CONDITIONS
LOCATIONS AND SERVICES

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SECTION 2.1 PROPOSAL INFORMATION FOR CONTRACTORS

2.1-1 SCOPE AND LOCATION OF WORK

The City is requesting tree maintenance services throughout the City of Watsonville on City properties. The City will inspect the work of the Contractor against the stated standards to determine compliance and payment.

The work to be performed under the Contract consists of the furnishing of all labor, insurance, materials, and equipment needed for complete tree maintenance services throughout the City of Watsonville on City properties.

2.1-2 EXAMINATION OF CONTRACT DOCUMENTS

Each Contractor shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as Exhibit G, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the Contract Documents. Submission of a proposal shall constitute acknowledgment, upon which Watsonville may rely, that the Contractor has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve the Contractor of any obligation with respect to their proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents. Submission of a proposal is entirely voluntary. No compensation is offered for any work related to the proposal or selection process.

2.1-3 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any Contractor as to the meaning of the Contract Documents after the mandatory bidder's conference. Requests for interpretation shall be made in writing as described in Section 1. All requests for interpretation and answers will then be issued via an addendum that is made available to all bidders.

2.1-4 PROPOSALS

Proposals shall be in written form and must include, at a minimum, the information requested by the City of Watsonville. Additional pages may be attached to the proposal, as supplemental, but not as replacement pages. All proposals shall give all information requested therein and shall be signed by the Contractor or an authorized with legal authority to bind the Contractor, with their address and contact

information. Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or provisos attached to a proposal will render the proposal non-responsive and may cause its rejection.

Each proposal shall be submitted in accordance with the instructions provided in Section 1. Failure to follow these instructions may result in the proposal being considered non-responsive.

No Contractor may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Watsonville reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of Watsonville and waive any informalities or irregularities in the proposals.

The initial proposed pricing must be in effect for three years based on the time period of the initial contract. City agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to Contractor at the contract rates then in effect. Adjustments to quantities may be requested by either party and is subject to field verification by City.

Material and Supply Pricing: The proposal shall include the Contractor's percentage mark up on materials and supplies over its cost. This percentage should be included in the Contractor's "Bid Proposal" pricing sheet. The City reserves the right to purchase, and supply to the Contractor, all materials and supplies.

Conflict of Interest: Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City.

Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal.

2.1-5 AWARD OF CONTRACT

The award of contract, if any, will be made within approximately Thirty (30) calendar days after the proposal opening as outlined in the Selection Process. Each Proposal, as submitted, shall remain in effect for ninety (90) calendar days after the date the proposals are opened. No Contractor may withdraw its proposal during this time period. Comparing and evaluating the proposals based on the Selection Criteria identified in Section 1 shall determine the Contractor(s) selected by the City. The City of Watsonville reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures.

The selected Contractor will be required to execute a City Standard Maintenance Services Agreement with the City. Section 3-Exhibit B contains a sample agreement that will be similar to the agreement that the Contractor will need to execute.

The award of the contract, if any, will be for an initial period of one (1) year commencing on January 15, 2025, with the option of two (2) additional years. Contractor shall be bound to the prices on the proposal form for the one to three-year duration of the contract term.

2.1-6 EXTENSION OF CONTRACT

The City Manager is authorized to extend this agreement for a maximum of two (2) additional one-year term increments. Extension will be exercised if both the City and the Contractor mutually agree to continue the relationship.

2.1-7 PREVAILING WAGES, CERTIFIED PAYROLL RECORDS AND CALIFORNIA DEPT. OF INDUSTRIAL RELATIONS REGISTRATION

Prevailing Wages. Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>.

Certified Payroll Records. Contractor shall comply with the provisions of Labor Code Sections 1776 and 1812, which are incorporated by reference herein.

A certified electronic copy of all project employee's payroll records shall be uploaded to the California Department of Industrial Relations Division of Labor Commissioner website for the term of the contract. DIR Registration. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2.1-8 LANDSCAPE MAINTENANCE COMPANY MINIMUM STANDARDS AND SELECTION CRITERIA

The City will first evaluate and rank proposals based on selection criteria listed Section 1 in the "Narrative Scoring" Section. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived at the City's sole discretion. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. Refer to Section 1, Contractor Selection Criteria for scoring criteria.

2.1-9 MODIFICATION OF PROPOSAL

Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

2.1-10 PROPOSAL POSTPONEMENT AND AMENDMENT

The City reserves the right to postpone or cancel this RFP at any time. In addition, the City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced as amendments to this RFP. Copies of such amendments shall be furnished to all prospective proponents. Prospective proponents are defined as those proponents who have attended the mandatory conference and provided email contact information. If revisions and amendments require changes in quantities, prices or scope of work, the

date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proponents to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney, on the City supplied addendum form will be rejected as non-responsive.

2.1-11 AFFIDAVIT

By submitting a proposal, contractors acknowledge the required "Non-Collusion Affidavit" included in the bid forms attached to this RFP.

2.1-12 REJECTION OF PROPOSALS FOR NONRESPONSIVENESS

City reserves the right to reject any proposals as nonresponsive which are incomplete, obscure, or irregular; any proposals which omit any one or more items for which proposals are required; any proposals which omit unit prices if unit prices are required; any proposals in which unit prices are unbalanced in the opinion of City; and any proposals which are conditional or alter the scope of work.

2.1-13 COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. Failure to properly complete and sign any forms may be cause for rejection of a Proposal.

2.1-14 ADDITIONAL AND EXTRA WORK

City has the authority to direct additional and extra work including, but not limited to, work for vandalism, City initiated improvements, various repair and maintenance functions, and the addition of new sites with the understanding that the contractor is entitled to additional compensation. Additional and extra work outside the Scope of Services will require written approval from City prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

2.1-15 CHANGES IN CONTRACT PRICE

Other provisions of the contract documents notwithstanding, the contract price may be changed only by an amendment duly authorized by the City Manager or his or her designee. The value of any work covered by an amendment or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit price previously approved.
- B. An agreed lump-sum.

Unless an amendment has been so executed, it shall be conclusively presumed that all work performed is included in the contract price.

2.1-16 INSURANCE

Contractor shall, at no cost to Watsonville, obtain and maintain during the term of the contract those insurance amounts listed in the attached Standard Maintenance Services Agreement attached hereto as Exhibit B.

2.1-17 ADDITIONAL EXTRA WORK

The City recognizes the inherent complexity of "maintenance", "standards", and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "extra work". Items may be added or deleted through the negotiation process.

The following shall be treated as "extra work":

- Renovations (tree plantings, drainage installation, irrigation upgrades, etc.)
- Landscape Conversions
- Site furnishing repair
- Repair of significant vandalism
- Bid requests for hourly rates, unit costs, markups, etc. can be found in the bid form.

2.1-18 OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

The service locations are highly visible city facilities and landscape assessment districts. The required standard of work is high. Contractor should expect routine inspections and feedback by both City staff and residents of the landscape assessment districts. City will regularly inspect the Contractor's work and rate it according to the maintenance standards attached as Exhibit A. Contractor shall operate and maintain an email address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The email address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the contractor. If an area does not meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining trees and surrounding landscape areas as described in this document and per the maintenance standards outlined in Exhibits A. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard".

There will be a financial impact to the Contract if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Contractor for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate contractor costs, etc.

2.1-19 INSPECTION OF SITE WORK

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work. Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of: (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on his/her own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

2.1-20 PROPOSALS ARE PUBLIC RECORDS

Each Contractor is hereby informed that upon submittal of a proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, et seq.) unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of his/her proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

2.1-22 COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.

The City is not responsible for misdelivered proposals, and the Contractor is strictly liable for its chosen method of delivery. It is the Contractor's sole responsibility to make sure that proposals arrive at the proper location. Any proposals which are not received by the due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City department.

SECTION 2.2 GENERAL CONDITIONS

2.2-1 NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

- A. Contractor shall perform the required maintenance services between the hours of 8:00 a.m. to 5:00 p.m., on business days.
- B. Weekend and holiday work must have prior City approval.

- C. Any work which may interfere with normal business operations, recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets shall require prior City approval.
- D. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by the City.

2.2-2 PERIODIC PROJECT INSPECTIONS

Upon request, the Contractor will walk any project site with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

2.2-3 PERFORMANCE DURING INCLEMENT WEATHER

During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to City property.

2.2-4 NOTICE TO PROCEED

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

2.2-5 ACCEPTANCE

- A. Acceptance by the City of any services furnished under the Contract shall occur only subsequent to the final review of authorized designated City employees.
- B. The City shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in the Standard Consultant Agreement.

2.2-6 LICENSES REQUIRED FOR DURATION OF CONTRACT

- D-49 Tree Work Contractor License
- City of Watsonville Business License
- Registered with the California Dept. of Industrial Relations PWC-100 website
- C-27 Landscape Contractor License (Preferred but not required)

2.2-7 SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

2.2-8 RESPONSE

Contract supervision shall be immediately available at all times when Contractor employees are working on sites, must be available from 8:00 a.m. to 5:00 p.m., each day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (4) hours of initial contact.

2.2-9 QUALIFIED CONTRACTOR SUPERVISION

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

2.2-10 CONTRACTOR'S EMPLOYEES

This Contract is intended to be a "partnership" between the City and the Contractor. The Contractor and his/her employees are agents of the City of Watsonville and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to have Contractor remove from assignment to City facilities such Contractor and/or subcontractor employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco on any City property.

2.2-11 EMPLOYER PROVIDED UNIFORMS

The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo. Contractor and subcontractor personnel shall wear uniforms at all times.

2.2-12 CONTRACTOR'S EQUIPMENT

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

2.2-13 LOCKS AND KEYS

The Contractor shall be responsible for any keys assigned and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.

2.2-14 VANDALISM AND ACCIDENTAL DAMAGE

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be

based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for reporting damage to City and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

Contractor shall be responsible for reporting any graffiti vandalism to City property within 24-hours to the City's Customer Service Line 831-768-3133 for graffiti removal. Extra graffiti removal work maybe approved on a case by case basis.

2.2-15 PLANT LOSS

The Contractor shall prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation to the best of their ability. Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged plants that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by the City, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

2.2-16 BARK AND MULCH

The Contractor will be responsible for notifying the City when areas need new bark or mulch. The City reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. New tree plantings will require mulch installation around the planting area and up to but not in contact with the tree root collar. In the event that the City requests that new bark mulch be added by the Contractor, it will be considered "extra work" in its entirety. Bare dirt areas shall be reported to the City for advisement of mulch installation. Contractor may coordinate with the City to drop mulch at various City properties as directed by City representative.

2.2-17 TREE PRUNING

The Contractor shall prune trees for clearance as part of the base bid. Pedestrian clearance shall be eight feet (8') and vehicular clearance shall be fifteen feet (15'). Responsibility for structural grid pruning, weight reduction pruning, etc. shall not be contained in the base bid and will be considered "extra work". The City reserves the right to perform this work in any manner that it deems appropriate.

2.2-18 TRAFFIC CONTROL

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

When entering or leaving roadways which bear public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

2.2-19 FINGERPRINTING AND BACKGROUND CHECKS

All Contractor staff who will be working on City facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check. The Record Check may be performed at the Watsonville Police Department located at: 215 Union Street, Watsonville, CA 95076.

The Contractor is responsible for maintaining and updating background check information for their employees

SECTION 3: EXHIBITS

EXHIBIT A: CITY OF WATSONVILLE LANDSCAPE MAINTENANCE STANDARDS

All tree service areas shall be maintained to have a neat and well-tended appearance and to provide a safe environment for the general public at all times.

1. Irrigation

1.1 General Standards

- 1.1.1 Irrigation systems shall be installed and maintained as directed by City's representative, meet standards, and conform to the City's conservation efforts and all applicable ordinances, regulations, and laws. All systems will comply with State and local laws regarding prevention and protection of the public water system. All controllers that are on the central system shall be used to their fullest programming capability.
- 1.1.2 Irrigation preventative maintenance system checks shall be done as directed by City's representative. After installation, all zones will be checked for operation, and necessary repairs made immediately. Repairs must be initiated within twenty-four (24) hours of direction from the City.

1.2 Water Usage & Scheduling

- 1.2.1 Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation.
- 1.2.2 Water will be delivered primarily during non-use hours and not between 8:00 am and 5:00 pm.
- 1.2.3 Each station shall be adjusted to meet the needs of the specific area unless authorized by the City, as well as, adjusted due to weather conditions.
- 1.2.4 Supplemental day-time watering may be performed as needed to maintain standards.

2. Disease and Pest Control

- 2.1 Maintained trees shall be disease and pest free. Any signs of stress or damage to trees and/or safety concerns shall be reported to the City immediately. Weed abatement and pesticide applications shall use an Integrated Pest Management Approach. Contractor's work shall follow the City's Integrated Pest Management Program. (Exhibit C)
- 2.2 The use of herbicides containing glyphosate on City property is strictly prohibited.

3. Tree Work

3.1 General Standards

- 3.1.1 Shall provide shade, wind breaks, sound attenuation, and otherwise enhance the park or landscape setting. Trees shall conform to the general shape and height of the species: significantly deformed specimens shall

be removed after authorization.

- 3.1.2 Weed Control - Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way.
- 3.1.3 Trimming - Tree limbs shall be kept at a safe height for the public: Eight feet (8') for pedestrian clearance (including over turf areas) and fifteen feet (15') for vehicular street clearance. Pruning cuts shall be performed to standards as described in Section 3.2 of this Exhibit A.
- 3.1.4 Trees shall not exhibit broken or cracked limbs or other structural damage, and all suckers shall be removed.
- 3.1.5 Staking - Young trees shall be properly staked to assist in support until roots are firmly established, especially in wind prone areas. Once firmly established, stakes shall be removed with no protrusion above ground. Trees must be straight. Ties on the stakes shall be checked periodically to ensure they are adjusted properly. Tight or damaged ties or stakes shall be replaced or repaired.
- 3.1.6 Removal and Replacement - Tree removals will be requested by City representative. Tree removals shall include all canopy, scaffold branches and foliage of designated trees. Multi trunk trees shall include all trunks in removal work. Debris and chippings shall be removed from the site, unless otherwise directed by the City. Replacement trees shall be requested by City representative. After authorization, replacement trees shall be planted within fourteen (14) days of notice. The City will determine the appropriate replacement species for replacement. All replacement trees shall be a minimum of 15 Gallon, unless otherwise directed by the City.
- 3.1.7 Stump Grinding- Upon request by the City, stump grinding shall be performed to 4" depth minimum. Any depression or hole remaining shall be filled with soil or mulch as to not present a tripping hazard or any other public danger.

3.2 Reference Standards

- 3.2.1 All tree maintenance to conform to ANSI A300 maintenance and ANSI Z133 safety standards. Documentation is readily available online or may be provided to contractor by City upon request.
- 3.2.2 Contractor shall conform to any present or future City adopted Tree Ordinance standards or modifications thereof.

4. Hardscapes/Paved Surfaces

- 4.1 Hardscapes and paved surfaces include asphalt, concrete, brick and pavers, pathways, parking lots, tennis courts and other paved areas shall be left free of sand, decomposed gravel, dirt, debris, leaves and litter after service, so at no time it detracts from the look or safety of the area.

- 4.2 No standing water from irrigation shall be permitted on paved pathways.
- 4.3 Graffiti shall be reported to the City's Customer Service Line at 831-768-3133 within 24 hours
- 4.4 City may prohibit blowing when or where it deems necessary.

5. Unpaved Walkways, Other Unplanted Areas

- 5.1 Unpaved surfaces include designated paths and trails with porous surfacing.
- 5.2 All unpaved surfaces shall be left free of debris, and litter so at no time it detracts from the look or safety of the area.
- 5.3 No standing water from irrigation shall be permitted on unpaved pathways.
- 5.4 Blowers shall not be used on loose surfacing such as decomposed granite, gravel, or dirt areas. Blowers shall not be used in such a way that they create excess dust.

6. Debris Removal, Trash & Recycle Container Servicing

- 6.1 Tree Work Debris
 - 6.1.1 Contractor shall remove all branches, debris, droppings, and trimmings from service areas
 - 6.1.2 Small, organic plant material may be left within landscaped areas as weed abatement/IPM.
 - 6.1.3 Contractor shall remove all landscape debris, droppings, and trimmings from adjacent hardscapes and porous walkways.

EXHIBIT B: MAINTENANCE SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND [ADD NAME]**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from _____, 20__ to _____, 20__, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$_____.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION. Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

SECTION 9. INSURANCE.

A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for

Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700

disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

[add information]

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY

Tamara Vides, City Manager

BY

[Name, Title]

ATTEST:

BY

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

Samantha W. Zutler, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed _____.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

EXHIBIT C: CITY OF WATSONVILLE INTEGRATED PEST MANAGEMENT PLAN

See Attachment: Watsonville IPM Program Summary and Review