

**TOWN OF LOS GATOS  
DEPARTMENT OF PARKS AND PUBLIC WORKS  
41 MILES DRIVE, LOS GATOS, CA 95030**

**REQUEST FOR PROPOSAL  
FOR SERVICES**

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**Tree Trimming and Tree Maintenance Services**

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**PROPOSAL SUBMITTAL DEADLINE:**

**DATE: May 8, 2023**

**TIME: 1:00 P.M.**



# REQUEST FOR PROPOSAL

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## 1. INTRODUCTION

The Town of Los Gatos (“Town”) is soliciting Request for Proposals (RFP) from qualified firms to perform tree trimming and tree maintenance services Town wide. The selected firm will also be responsible for responding to the Town’s emergency tree issues during regular business and after hours. The selected proposer will be expected to deliver complete, high-quality services, and to consult and work with Town staff and others who are involved with the services. The award of any contract shall be the sole discretion of the Town. It is the intent to make one award to one Bidder for all requirements. The Town reserves the right to make multiple awards depending on the Town’s needs and what is in the best interest of the Town.

**More detailed information on the project is included in Attachment A.**

## 2. ATTACHMENTS

The attachments below are included with this Request for Proposal (“RFP”). The items identified with an asterisk (\*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Services  
Attachment B – Proposer’s Information Form\*  
Attachment C – Agreement for Services  
Attachment D – Cost Proposal Format\*

## 3. INSTRUCTIONS TO PROPOSERS

### 3.1 Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.1.1 Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submission of this proposal.
- 3.1.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.1.3 Represent that all information contained in the proposal is true and correct.

- 3.1.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.1.5 Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- 3.2 No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.
- 3.3 Questions.  
Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the Town no later than 3:00 p.m. on May 1<sup>st</sup>, 2023. Correspondence shall be addressed to:

Jim Harbin  
Department of Parks and Public Works  
41 Miles Avenue  
Los Gatos, CA, 95030  
Telephone: (408) 399-5775  
E-mail: jharbin@losgatosca.gov (Preferred)

The Town shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the Town or its representatives.

Responses from the Town to questions by any Proposer will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted and will be returned to sender/s without response.

- 3.4 Addenda.  
Any addenda issued by Town shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.
- 3.5 Submission of Proposals:  
All proposals shall be submitted to:

Jim Harbin  
Department of Parks and Public Works  
41 Miles Avenue  
Los Gatos, CA, 95030  
Telephone: (408) 399-5775

Proposals must be delivered no later than **1:00 pm on May 8<sup>th</sup>, 2023**. All proposals received after that time will not be accepted.

### 3.6 Withdrawal of Proposals.

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

## 4. **RIGHTS OF THE TOWN OF LOS GATOS**

This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Town reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers regarding project scope;
- Accept other than the lowest cost offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Town.

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

## 5. **RFP TIMELINE**

The Town intends to select a contractor prior to July 1, 2023. The Town may, at its own discretion, conduct interviews and other evaluations of some, all, or none of the applicants prior to selection. The Town will select the firm that best meets the needs of the Town.

## 6. **INFORMATION TO BE SUBMITTED**

These guidelines govern the format and content of the proposal. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and the contractor's ability to meet those requirements.

In addition to the items included within this RFP and attachments A-D, the proposal should include the following information:

- Cover letter describing how the consultant can meet the needs of the Town.
- Relevant experience and expertise of the firm.
- Identification of the project team, including the main project contact.
- Resumes for the project team identifying relevant experience.
- Description of and three references for projects of similar size and scope.
- Other relevant information to assist the Town in its selection.

## **7. CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

## **8. INSURANCE REQUIREMENTS**

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town of Los Gatos as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Town of Los Gatos. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsement upon award of Agreement.

## **9. PUBLIC NATURE OF PROPOSAL MATERIAL**

Responses to this RFP become the exclusive property of the Town of Los Gatos. At such time as the Town awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The Town shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the Town’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Los Gatos may determine, in its sole discretion that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the Town shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

## **10. COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## **11. DISQUALIFICATION**

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer's default under any previous agreement with the Town.

## **12. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town.

## **13. GRATUITIES**

No person shall offer, give or agree to give any Town employee any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

## **14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL**

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide contractual services under this RFP will be subject to the following requirements:

The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime consultant or subconsultant.

The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

## **15. TERM OF AGREEMENT**

The term of this agreement is anticipated to be for five years. The Town will have the option to extend the agreement annually, for up to two (1) additional one-year periods, each commencing on July 1<sup>st</sup> and continuing until midnight June 30<sup>th</sup>, based on budget availability and provided that the Town provides an annual written notice of the intent to extend the contact.

## **16. PREVAILING WAGES**

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1.” These documents may be obtained from the State of California.

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

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and/or the Town of Los Gatos.

**The Contractor is required to post notices on Public Works requirements.**

## **17. COOPERATIVE PURCHASING**

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The Town shall incur no financial responsibility in connection with any purchase by other public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

## **ATTACHMENT A**

### **Scope of Services**

#### **SCOPE OF WORK**

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section "Scope of Work."

##### **A. ANNUAL MAINTENANCE PROGRAM**

1. The Contractor shall be required to submit a work schedule based on the Town's annual tree pruning requirements, tree removal and replacement program, and planting projects, as detailed in paragraph "F" of this Scope of Work section.

The bid shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program as described in paragraph "E" of this Scope of Work section.

Depending on the Town's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

2. The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

##### **B. EMERGENCY RESPONSE PROTOCOL**

1. The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis who is assigned to provide direct and prompt attention to requests from the Town for emergency and after-hours tree service requests.
2. The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the Town.
3. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.
4. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

Failure to meet these requirement for timely response to emergencies shall result in a \$500 penalty for each occurrence, as the actual liquidated damages.



### C. CONTRACTOR EMPLOYEE PROTOCOL

1. The Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the awarded contract.
2. All employees of the Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a shirt, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor's employees shall appear neat and well-groomed at all times. Contractor's employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.
3. The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
  - i. Have all proper licenses for operation of equipment utilized by such employee.
  - ii. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
  - iii. Mechanical ability to make required operator adjustments to the equipment being used.
  - iv. Knowledge of safety regulations as they relate to tree care and traffic control.
  - v. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
  - vi. Ability to communicate orally in English. Supervisor shall have ability to communicate in written English.
  - vii. Demonstrated knowledge of tree care and related operations.

### D. TREE INVENTORY

No later than six (6) months after full execution of the awarded contract for Tree Trimming and Tree Maintenance Services, the successful Bidder shall provide a complete Town-wide update of the Town's tree inventory. The tree inventory data shall conform to the Town's existing tree inventory database and include, but not be limited to, the following data fields:

#### 1) Tree Location

A GPS tree inventory shall be created with a new database using the Town's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI ArcView/Arc GIS compatible "shape file" utilizing such data.

The inventory shall be capable of showing the location of every existing tree site and vacant tree site on the Town's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plotting the position. The data shall be compatible with the latest version of ArcView. The location shall be stated within one (1) submeter accuracy.

The tree inventory shall also include the location, height, and impacted square foot measurement of uplifted sidewalk adjacent to the existing tree.

The Contractor shall update the tree inventory as conditions require (e.g., tree removed, pruning, tree planted, etc.). The Town shall have access to the updated data at all times per Paragraph "P" of this Scope of Work section.

## 2) Measurement of Canopy Spread

As a part of the data collection process, the successful Bidder shall measure the canopy spread of each tree using either a laser rangefinder or a Roll-a-Tape, to the nearest range, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the Town.

## 3) Tree Condition

- a. General condition of individual trees.
- b. Pruning requirements (i.e., recommended pruning cycle).
- c. Condition of surrounding hardscape (i.e. displacement, recent repairs).
- d. Any immediate issues that could impact health and safety of the public noted in the inspection process shall be brought to the Town's representative attention within 3 days of the inspection.

## E. FIVE YEAR TREE MAINTENANCE PLAN

Within ten (10) months of contract award, Contractor will review Town wide tree inventory and will provide the Town with a Five-Year Tree Maintenance Plan (TMP). This plan will include the proposed annual grid trimming schedule outlining the plan for trimming each of the Town's trees over a fifteen-year cycle, with exception for trees designated for more frequent trimmings. The TMP will be a five-year prioritized plan that identifies trees that need to be removed and replaced, as well as filling of vacancies. The TMP will present three (3) tree species as options for each tree site recommended for replacement. The options will take into account spacing concerns, area for planting, sidewalks, existing landscape, watering needs, etc. The TMP will include an estimated annual cost for each of the five years, for removal and replacement, assuming a 24" box replacement. No crape myrtles.

## F. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The Town's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the Town for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the Town's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the Town's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 8:00 AM and shall be completed each day no later than 3:30 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb drop, dead branches, etc., the Contractor will respond as directed by the Town's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

## G. PUBLIC NOTICING

The Contractor shall supply and post standard signage, with professional quality graphics, approved by the Town's designated representative, on the trunk of the tree at the work site at which work is to be performed, at least seventy-two (72) hours in advance of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting,

the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

#### H. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited per the State Water Boards National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No.R4-2012-0175. It is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

#### I. WILDLIFE PROTECTION

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the Town's designated representative (C.M.C. Section 12.28.120). At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the Town's Animal Control Division and/or the nearest appropriate animal rescue facility for assistance.

#### J. PRE-WORK INSPECTION

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect the areas. If, during the course of pre-work inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the Town's designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the Town's designated representative shall be considered the responsibility of the Contractor.

#### K. SETUP, OPERATIONS, EQUIPMENT STAGING

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street. The Town shall allow the contractor to park vehicle and equipment when working in Town along the shoulder of roadway located at 41 Miles Avenue.

## L. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the Town's designated representative. Any defective or weakened trees shall be reported to the Town's designated representative. The Contractor will be responsible for providing the Town with the location and height of the uplifted sidewalks as part of the GIS mapping inventory.

## M. RISK MANAGEMENT

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition, the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the Town.

## N. CLEANUP OF GREEN WASTE AND DEBRIS

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. Gasoline leaf blowers shall be prohibited from use in all residential, commercial, and industrial zones or public spaces. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

## O. DISPOSAL OF MATERIALS

The Contractor shall provide to the Town evidence of Recycling for all green waste produced as a result of the Contractor's operations under the terms of an awarded contract. All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor. Weight slips shall be required as proof of final disposal and must be submitted to the Town with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

## 1) Wood Chips

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at the Los Gatos Service Center for use in the residential mulching program, or through use as mulch on Town property at the direction of the Town's designated representative.

The Town shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. Chips generated from trimming operations within the Town of Los Gatos may be dumped and spread at a Town designated site with written permission from the Town's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the Town at the direction of the Town's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees.

## P. RECORD KEEPING

The Contractor shall provide and operate, a computerized tree inventory system that is compatible with the current Town inventory system and shall upload all historic data. The system shall be password accessible by Town representatives twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided to the Town, shall be uploaded and operational within the Contractor's tree inventory system prior to the commencement of all tree service work under the terms of an awarded contract.

Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, diameter) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known.

All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the Town. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web-based applications, including the ability to export data into common spreadsheet applications. The records created for the Town shall be the property of the Town.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work.

Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the awarded contract.

#### Q. ACCIDENT INVESTIGATION

Any duty-related incident which results in any injury shall be reported to the Town's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the Town in the investigation of any incident, injury or death occurring on Town property including a complete written report submitted by the Contractor to the Town's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the Town's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the Town as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the Town.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in Town parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the Town's designated representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

## R. INSPECTIONS

The Town's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the Town's designated representative, with a written schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable by the Town will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period, the Town shall have the right to deduct payment or have services performed by others at the Contractor's expense.

## S. WITHHOLDING PAYMENT

The Town may withhold payment to such extent as may be necessary to protect the Town from loss due to one or more of the following reasons:

- a. Defective, unsatisfactory or inadequate work not corrected.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- d. A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- e. Personnel injury or property damage that resulted from an incident.

## T. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The Town may modify this scope of work with the joint approval of the Contractor and the Town's designated representative or assignee. All modifications shall be in writing.

- a. In the event that the Town should require additional work beyond the requirements of this scope of work, the Contractor shall perform all work based on the unit prices provided in the bid price sheet in this RFP.
- b. Additional work may be added to the scope of work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted in the bid price sheet in this RFP.
- c. The Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.



## U. GRID TREE PRUNING

Any tree work performed on a Town tree must be done according to the Town's specifications. The criterion for pruning depends on the type or purpose of pruning.

### 1) General Specifications for hardwood tree pruning

- a. The Contractor shall consult with the Town's designated representative before making any cuts that could result in permanent disfigurement of the structure of any tree.
- b. The Contractor shall prune trees to prevent branch and foliage interference with safe public passage. The Contractor shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eighty-four (84) inches above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time direction is obtained from the Town's designated representative.
- c. The Contractor shall use best practices when removing a live branch and shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
- f. All final tree pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, that produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.

- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, branches shall be selectively pruned toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Branches that create sight line conflicts with traffic control signs and/or devices shall be selectively pruned.
- l. Branches that are within five (5) feet of a structure shall be selectively pruned.
- m. Trees of sprout or sucker growth shall be cleared to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Trees shall be pruned to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the Town's designated representative to do otherwise.
- o. All vines entwined in trees and on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees. Vines include, but are not limited to, ivy and mistletoe.
- p. Tree limbs shall be removed and controlled in such a manner to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All pest infestations relating to termites, bees, hornets, or wasps shall be promptly reported to the Town's designated representative.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the Town, to aid in the safety of climbers performing the removal of a tree.

## 2) Crown Raising/Clearance Prune:

Crown Raising or Clearance Pruning is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types.

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- b. Clearance Prune: Clearance Prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune."

## 3) Pruning Specifications for individual Hardwood Species

### a. General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in the Town, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the Town's designated representative.

1. The Contractor shall avoid damaging the central leader on all conifers. In specific cases the Town's designated representative may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
2. At the time of pruning, the Town's designated representative shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
3. To control the growth of large mature conifers the Contractor shall be required to prune the new growth of lateral limbs.
4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

## b. General Trimming and Shaping of Broadleaf Trees

Follows the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Town's designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%).
2. In specific cases the Town's designated representative may direct the Contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
3. Dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs shall be trimmed and removed. Branches with an extremely narrow angle of attachment should normally be removed.
4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping shall not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

## V. SPECIALTY PRUNE CLASSIFICATIONS FOR HARDWOOD TREES

A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than thirty percent (30%) of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

1. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
2. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of the trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the Town's designated representative.

3. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.
4. Crown Restoration: Crown Restoration is a corrective pruning used to restore the form of crowns that have been previously damaged. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

## W. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the Town's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the Town's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.
6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the Town. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the Town. The use of cranes and certified operators shall not result in additional charges to the Town beyond the unit price for the work being performed (e.g., the price for tree removal).
8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor

shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.

9. Except in hillside areas where the stump needs to remain for soil stability, in the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than thirty (30) days from the initial tree removal. The Contractor shall be responsible for maintaining a Tree Stump Removal List on a daily basis with such list provided to the Town weekly. Should the removal of any stump not occur within the thirty (30) day period, the Contractor will remove the stump, within forty-eight (48) hours of notification by the Town, at the Contractor's expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material
10. As directed by the Town's designated representative, trees on hillsides should be removed to a depth of one inch below grade, cut at the angle of the grade. The indentation shall be filled by the Contractor with wood chips.
11. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

## X. TREE PLANTING AND YOUNG TREE CARE

### 1. Tree Planting

Tree planting consists of the installation of a nursery stock container supplied by the Town.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. The Town shall supply to the Contractor quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the tree being planted.
- d. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the Town's designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- e. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g.

strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.

- f. The Contractor shall install the tree so that the top of the root ball is two (2) inches above the top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree so that the top of the root ball is two (2) inches above the surrounding finished grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- g. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten percent (10%) well decomposed organic fines.
- h. While backfilling, the Contractor shall cease backfilling when the planting pit is one-half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- i. The Contractor shall be responsible for the stability of all planted trees. Town supplied nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated one hundred eighty degrees (180°) opposite the other stake. The root ball shall not be damaged by the installation of stakes. The stakes shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using Town approved tree ties installed as per the manufacturer's specifications.
- j. The Contractor shall not use hoses, equipment or water from private properties while installing or watering parkway trees.
- k. If a new tree dies within a one (1) year period from planting, the Contractor shall replace it with a like specimen within seven (7) days of discovery, at the Contractor's expense.

## 2. New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage. This irrigation will continue for two-years as directed by the Town's designated representative.

- a. The Contractor shall comply with all general specifications standards described herein.

b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.

c. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.

d. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.

e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.

f. The Contractor shall maintain a daily log of trees watered. The log shall list the trees watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

## **CONTRACT TERM**

The awarded contract term is five (5) years, effective from the date of execution of the contract. The Town shall not be required to provide “cause” or any reason whatsoever should it elect not to renew. The contract term and all extensions thereto shall not exceed a total of five (5) years.

## **AWARD CRITERIA**

**General Provision** – The award of any contract shall be at the sole discretion of the Town. It is the intent to make an award to one Bidder for all requirements although the Town reserves the right to make multiple awards depending on the Town’s needs and what is in the best interest of the Town. The Town may accept or reject any or all bid proposals in whole or in part and may waive informalities in the process. The contents of the proposal of the selected Bidder will become the basis for a contractual obligation when the award of bid is made.

**Tree Maintenance Services Bid Award** – The Town will award a contract to the most responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the lowest bid, the Town will review the Grand Total for each Bidder as indicated on the Bidder’s Bid Price Sheet.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of a contract.

**Grand Total Bid** - The grand total bid shall be calculated by adding the extended prices for all services as listed under General Services, Emergency Services, and Other Costs.



The extended prices shall be calculated by each Bidder and tallied for each service as well as each sub-total and the grand total. The extended prices are intended to show a potential amount of monthly service and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. Nothing in this RFP or in the estimated amount of units shown in the extended prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future contract. The successful Bidder shall be paid on the unit price only for work performed under the awarded contract executed by the successful Bidder and the Town. The Contractor shall pay California Prevailing Wage Rates to all its employees.

The Town will review only the grand totals for determination of the lowest Bidder and will confirm the unit prices of the lowest Bidder for accuracy. If the apparent lowest Bidder is determined to have a mathematical error in the tabulation of the grand total, a sub-total, or an extended price, the Town shall notify all bidders of such error and shall revise such Bidder's grand total to reflect the corrected sum.

## **REQUIRED QUALIFICATIONS**

Contractors submitting bids must hold both a valid State California C-27 (Landscaping) and a C-61/D49 (Limited Specialty/Tree Service) Contractor's License. Both licenses must be in good standing for the previous three (3) consecutive years without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

The Contractor shall have OSHA certification for aerial equipment to be used throughout the term of the awarded contract.

It is preferred that the Contractor is accredited by the Tree Care Industry Association (TCIA.)

The Contractor's personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a project manager who shall be an ISA Certified Arborist, and fluent in the English language. At all times during contracted tree maintenance activities the firm shall have work crews on site that are represented by an English-speaking supervisor who can receive and carry out instructions given by designated Town representatives.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the Town, not in conflict with the awarded contract, which may be delivered to said party or representative at the work site.

The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

The Contractor should have at least three (3) similar and separate California governments or municipal multi-year tree maintenance contracts which have been successfully completed within the last ten (10) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with bid submission). These projects must also

include work in tree inventories. The bid shall include a detailed description of their proposed inventory program along with sample reports.

**ATTACHMENT B  
Proposer's Information Form**

**PROPOSER** (please print): \_\_\_\_\_

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

1<sup>st</sup> Contact person (Name): \_\_\_\_\_

Title: \_\_\_\_\_ Office Tel: \_\_\_\_\_

Direct/Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

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

2<sup>nd</sup> Contact person (Name): \_\_\_\_\_

Title: \_\_\_\_\_ Office Tel: \_\_\_\_\_

Direct/Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Proposer, if selected, intends to carry on the business as (check one):

Individual       Joint Venture       Partnership       Corporation

Year incorporated? \_\_\_\_\_ In what state? \_\_\_\_\_

When authorized to do business in California? ): \_\_\_\_\_

Other (explain): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1       2       3       4       5       6

\_\_\_\_\_ No Addendum/Addenda Were Received (check and initial)

**PROPOSER’S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*, sign here:**

\_\_\_\_\_  
Proposer’s Signature

\_\_\_\_\_  
Proposer’s typed name and title

Date: \_\_\_\_\_

**(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:**

\_\_\_\_\_  
Partnership or Joint Venture Name  
(type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Partnership or Joint Venture  
(type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Partnership or Joint Venture  
Name (type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
**) If Proposer is a *CORPORATION*,** (3)

**the duly authorized officer(s) shall sign as follows:**

The undersigned certify that they are respectively:

\_\_\_\_\_ (Title)

and \_\_\_\_\_ (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authentic Town or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Corporation (type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Corporation (type or print)

Date: \_\_\_\_\_

**ATTACHMENT C**  
**Sample**  
**Agreement for Services**

THIS AGREEMENT is dated for identification this [Day] of [Month], 2023 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and XXXX, (“Service Provider”), whose address is XXXX, XXXX, XX XXXXX. This Agreement is made with reference to the following facts.

**I. RECITALS**

- 1.1 The Town desires to engage Service Provider to provide landscape maintenance services.
- 1.2 The Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

**II. AGREEMENT**

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on XXXX, 2023, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin on **July 1, 2023** or on the agreement execution date, whichever is later, and will continue through **June 30, 2028**. The Town will have the option to extend the agreement annually, for up to two (1) additional one-year periods, each commencing on July 1<sup>st</sup> and continuing until midnight June 30<sup>th</sup>, based on budget availability and provided that the Town provides an annual written notice of the intent to extend the contact. Under no circumstances shall the term of the contact continue beyond midnight, **June 30, 2028**.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation. Compensation for services **shall not exceed \$XXXXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, SERVICE PROVIDER shall pay to TOWN the sum of one hundred dollars (\$100.00) per location per scheduled service in liquidated damages for every missed service beyond three missed services in a month in addition to reducing the monthly payment by the cost of that service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.
- 2.8 Schedule. Service Provider shall provide a schedule to the Town prior to beginning work. The schedule shall identify dates of service for each location. Schedule changes shall be approved by the Town with 24 hour notice. Each missed location shall be considered a failure to perform, unless the contractor provides advance notice of schedule change.
- 2.9 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:  
Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95031-0655

- 2.10 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Service Provider. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent Service Provider and not an agent or employee of the Town. As an independent Service Provider he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.14 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractor Providers do and neither shall

discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### **III. INSURANCE AND INDEMNIFICATION**

#### **3.1 Minimum Scope of Insurance:**

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

#### **General Liability:**

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.



- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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 Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractor Providers employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor Provider.

#### IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Prevailing Wages. In accordance with the provisions of Sections 1770 *et seq.*, of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. Service Provider will be required to pay to all persons employed on the project by the Service Provider sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1.” These documents may be obtained from the State of California.

Pursuant to Labor Code section 1725.5, no Service Provider or subcontractor Provider may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and/or the Town of Los Gatos.

The Service Provider is required to post notices on Public Works requirements.

4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

Service Provider  
Attn:  
Address  
Town, ST, ZIP

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

Recommended by:

\_\_\_\_\_  
Nicolle Burnham  
Director of Parks and Public Works

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

Service Provider, by:

\_\_\_\_\_

\_\_\_\_\_  
Title

**ATTACHMENT D  
BID PRICE SHEET**

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

**A. GENERAL SERVICES**

	<b>DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)</b>	<b>UNIT PRICE</b>	<b>ESTIMATED UNITS</b>	<b>EXTENDED PRICE</b>
1.	Annual routine trimming based on tree trimming in pre-designed districts, grids or parks on a set cycle, and includes all trees (small, medium, and large-sized).	Per-tree	<b>700</b>	<b>\$</b>
2.	Service request tree trimming consist of trimming trees outside the grid trimming cycle. 0" – 6" 7" – 12" 13" – 18" 19" – 24" 25" and over	Per tree Per tree Per tree Per tree Per tree	3 10 10 20 10	\$ \$ \$ \$ \$
3.	Tree removal (excludes stump removal) 0" – 6" 7" – 12" 13" – 18" 19" – 24" 25" and over	Per tree Per tree Per tree Per tree	5 15 20 10 5	\$ \$ \$ \$ \$
4.	Stump removal 0" – 6" 7" – 12" 13" – 18" 19" – 24" 25" and over	Per stump Per stump Per stump Per stump Per stump	5 15 20 10 5	\$ \$ \$ \$ \$
<b>A.</b>	<b>SUB-TOTAL – GENERAL SERVICES</b>			<b>\$</b>

## **B. CREW RENTAL AND EMERGENCY SERVICES**

	<b>Fully equipped crew as defined. Includes all labor, equipment, tool, traffic control, disposal costs, and zero material markups</b>	<b>UNIT PRICE</b>	<b>ESTIMATED UNITS</b>	<b>EXTENDED PRICE</b>
	<b>STRAIGHT TIME</b>			
1.	4 Man crew with Equipment	Per hour	20	
2.	3 Man crew with Equipment	Per hour	40	
3.	2 Man crew with Equipment	Per hour	20	
	<b>OVERTIME/WEEKENDS/EMERGENCY AFTER HOURS CALL OUT</b>			
4.	4 Man crew with Equipment	Per hour	10	
5.	3 Man crew with Equipment	Per hour	10	
6.	2 Man crew with Equipment	Per hour	20	
B.	SUB-TOTAL – CREW RENTAL & EMERGENCY SERVICES			\$

## **C. OTHER COSTS**

	<b>DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)</b>	<b>UNIT PRICE</b>	<b>ESTIMATED UNITS</b>	<b>EXTENDED PRICE</b>
1.	Cost for crown, trees requiring trimming more than 25% of foliage at one time, or crown shaping or crown reduction. 0-6” 7-12” 13-18” 19-24” 25” and over	Per tree Per tree Per tree Per tree Per tree	3 10 10 10 20	\$ \$ \$ \$ \$
2.	Specialty equipment – 50-ton crane per hour -95-foot aerial tower per hour	Per hour Per hour	5 15	\$ \$
3.	Tree planting and installation services: (Price includes labor, equipment, root irrigation device, and staking; assume trees to be provides by the Town) -15” gallon -24” box -36” box - 48” box	Per tree Per tree Per tree Per tree	40 20 10 5	\$ \$ \$ \$
4.	Arborist services & report writing per hour	Per hour	10	\$
5.	Tree watering per day (Assume 1 worker watering 8 hours)	Per day	40	\$
6.	GPS tree inventory data collection	Per tree site	14,000	\$
C.	SUB -TOTAL -OTHER COST			\$
	GRAND TOTAL (A+B+C)			\$

