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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, THAT SEALED BIDS ON A FORM OBTAINED FROM THE PURCHASING DIVISION VIA PLANETBIDS WILL BE RECEIVED UNTIL **2:00 P.M.** ON WEDNESDAY THE **8TH DAY OF NOVEMBER 2017** AT WHICH TIME THE BIDS WILL BE PUBLICLY OPENED AND READ FOR FURNISHING THE CITY OF CHULA VISTA:

TREE MAINTENANCE SERVICES

ALL BIDDERS ARE HEREBY REFERRED TO THE BIDDING REQUIREMENTS AND CONDITIONS, BID GENERAL PROVISIONS, SPECIFICATIONS, MAPS, TREE INVENTORIES, AND TERMS AND CONDITIONS AS STATED IN THIS NOTICE TO BIDDERS. CONTACT THE PURCHASING DIVISION THROUGH PLANETBIDS WITH ANY QUESTIONS RELATED TO THIS REQUEST FOR BID.

CITY OF CHULA VISTA
PURCHASING DIVISION
TELEPHONE (619) 585-5629
vdelacruz@chulavistaca.gov

ALL BIDS MUST BE MAILED OR DELIVERED IN SEALED ENVELOPES PLAINLY MARKED WITH THE BID NAME, BID NUMBER AND TIME SET FOR OPENING AND CONTRACTOR NAME TO:

PUBLIC WORKS URBAN FORESTRY DIVISION
ATTENTION: SAM OLUDUNFE
JOHN LIPPITT PUBLIC WORKS CENTER
1800 MAXWELL ROAD
CHULA VISTA, CA 91911

BIDS RECEIVED AFTER THE TIME SET FOR OPENING WILL BE REJECTED. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PORTION OF ANY BID OR TO WAIVE ANY IRREGULARITIES OR INFORMALITIES IN THE BIDS OR IN THE BIDDING.

A MANDATORY PRE-BID MEETING IS SCHEDULED FOR:
FRIDAY, OCTOBER 27, 2017
10:00 A.M. TO 11:00 A.M.
LOCATION:
JOHN LIPPITT PUBLIC WORKS CENTER
CONFERENCE ROOM C & D,
1800 MAXWELL ROAD,
CHULA VISTA, CA 91911.

ATTENDANCE AT THE MEETING SHALL BE AT BIDDER'S SOLE EXPENSE. BIDDERS NOT REPRESENTED AT THIS MEETING MAY NOT SUBMIT A BID. THE PURPOSE OF THE CONFERENCE IS TO REVIEW THE REQUIREMENTS, PASS OUT AN ITEMIZED TREE LIST, AND ANSWER QUESTIONS REGARDING THE BID DOCUMENTS.

IT IS THE RESPONSIBILITY OF EACH BIDDER TO EXAMINE THE CITY TREES ON SITE AND BE ACQUAINTED WITH ALL TREE AND SITE CONDITIONS, DIFFICULTIES, RESTRICTIONS, AND LIMITATIONS PRIOR TO SUBMITTING A BID.



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All bidders must be registered with current contact information on PlanetBids. Bidders must log in and download complete bid specifications from PlanetBids. Notification of addendums will be sent via PlanetBids.

The City of Chula Vista is requesting bids from experienced contractors to provide Citywide Tree Trimming Maintenance Service. Prevailing wages apply to this Request for Bids (RFB). All contractors must be registered with the California Department of Industrial Relations (DIR) prior to submitting a bid to the City. Proof of DIR registration (registration number) must be submitted with your bid for verification purposes.

BID REQUIREMENTS AND CONDITIONS

It is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examinations of the Contract Documents and the conditions to be encountered.

The following documents must be completed and submitted with the bid:

1. Bid (Pages 4-5)
2. 10% Bidder's Bond
3. List of Subcontractors (Page 8)
4. Addenda (if any)
5. Disclosure Statement (pages 21-22)

Within ten (10) calendar days following award of contract, the successful bidder shall provide the following additional documents:

1. Commercial Liability, Property Damage, and Vehicular Insurance
2. Workers' Compensation Insurance Declaration
3. 100% Performance and Payment Bond

No bid will be accepted from a contractor who has not been licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code and its implementing regulations.

Contractors and their subcontractors are required by bid specifications to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under the Agreement in accordance with the provisions of Section 1773 of the Labor Code of the State of California regulating payment of prevailing wages for Public Works Contracts let by the City. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. No contractor or subcontractor may submit a bid for or be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. The Agreement is subject to compliance monitoring and enforcement by the DIR.

BID SUBMITTAL

Bidders shall submit two (2) unbound copies of the bid package and one USB Flash Drive in a sealed envelope marked with the bid name, bid due date, bid due time, company name.



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Bid to be mailed or delivered to:

**PUBLIC WORKS URBAN FORESTRY UNIT
ATTENTION: SAM OLUDUNFE
JOHN LIPPITT PUBLIC WORKS CENTER
1800 MAXWELL ROAD
CHULA VISTA, CA 91911**

Bids must be returned no later than 2:00 P.M. (Pacific Standard Time) on November 8, 2017, at which time the bids will be publicly opened and read.

Late proposals will not be considered.

Email or fax not accepted.

QUESTIONS

All questions are to be submitted through PlanetBids no later than October 27, 2017 by 5:00 P.M.

Responses to questions will be posted on PlanetBids no later than 5:00 P.M. October 31, 2017. An email will be sent by PlanetBids when the responses are ready for review. **Addendum(s) must be signed, dated and returned with your bid package.**

ATTACHMENTS

Attachment 1: Chula Vista Urban Forest Tree List

Attachments 2-4: Maps of Grid Tree Trimming for 2017-2020



Tree Pruning Services (Base Bid)	Quantity		Unit	Tree Pruning Price (\$)
Eucalyptus Tree Pruning	Small DSH ≤6"-12"	35	Each	
	Medium DSH 13"-24"	73	Each	
	Large DSH 25"-30"	35	Each	
	Mature DSH ≥31"	23	Each	
*Broadleaf Tree Pruning	657		Each	
Pine & Conifer Tree Pruning	73		Each	
^Palm Pruning – feather palms (e.g., queen palms, king palms, pindo palms)	1,000		Each	
Palm Pruning – fan palms (e.g., Mexican fan palms, Guadalupe palms, windmill palms)	900		Each	
Palm Pruning – date palms (e.g., Canary Island date palms, date palms)	450		Each	
			GRAND TOTAL	

***Notes:**

Quantity = Estimated quantity per year of trimming. Quantities are estimates only and may vary from year to year based on operational exigencies and financial considerations.

DSH = Diameter at Standard Height, synonymous with Diameter at Breast Height (DBH).

*Definition of Broadleaf Trees: All trees other than those called out as specific bid items.

^Feather palms are pruned every year. Fan palms and date palms are pruned in alternate years.

The fan palms on Broadway are pruned every year.

Tree/Stump/Root Removal Services – As Needed	Unit	Price (\$)
Tree removal – Broadleaf trees	Diameter inch	
Palm trees	Vertical foot	
Stump Removal	Diameter inch	
Root Pruning	Linear foot	
Bio-barrier installation (12" wide)	Linear foot	



Emergency Calls (max. crew of 3) – As Needed	Unit	Price (\$)
Emergency Calls/Services 7 AM-7 PM	Hour	
Emergency Calls/Services 7 PM-7 AM	Hour	

***Disclosure:**

City has the right, but not the obligation, to authorize successful bidder to provide the above “Tree/Stump/Root Removal Services – As Needed” and/or “Emergency Calls (max. crew of 3) – As Needed” services (collectively, “As Needed Services”). Contractor acknowledges and agrees that City has no obligation to authorize the successful bidder to perform any “As Needed Services” as a result of an award of the Agreement. The City, represented by the Public Works Director, or designee, will determine what constitutes an “Emergency” or an “As-Needed” service in City’s sole discretion.

Period of Coverage

The successful bidder agrees to provide Tree Trimming Maintenance Services as specified and on an as-needed basis initially from **November 2017** through **June 30, 2018**. The parties may mutually agree in writing to extend the Agreement for four (4) additional one (1) year periods. The annual and option year renewals will be effective from July 1 to June 30 – the City’s Fiscal Year.

Unit Prices

Unit Prices shall include all labor, traffic control, equipment, materials, insurance, permit and license fees, disposal costs, profit, overhead, supervision, transportation, applicable sales tax, and all other costs to complete all necessary work for that line item.

Contract Prices

Unless agreed to in writing, the Unit Prices quoted in the bid shall remain firm through **June 30, 2020**.

If the parties agree to extend a contract awarded pursuant to this RFB for one or more option periods, the successful bidder may request a line item price increase for the option period if such request is based on either (1) Governmental or regulatory agency increases to the trade/industry; 2) Regional Consumer Price Index (CPI) increases to the trade/industry. The successful bidder must substantiate such request with documentation demonstrating the proposed increase at least sixty (60) days prior to the proposed effective date of the increase. Upon receipt, the City will review the request. Overall increases of greater than the annual CPI increases or 5% from prior year prices will not be considered.

Payment Terms

Terms: _____ % _____ Days

Prompt payment discounts offered for less than fifteen (15) days will **not** be considered in evaluating bids for award. In the absence of terms, payment shall be Net Thirty (30) Days.



Payment Method

The City is changing its method of making payments. The preferred method is the use of a Credit Card. Is your company authorized to accept payment made with the cards below?

American Express – Yes ____ No ____

MasterCard/VISA - Yes ____ No ____

Are there fees associated with accepting credit cards - _____

Evaluation of Bids

The Bid Evaluation Team led by the Public Works Director, or designee, will evaluate bids. All bidders should read the attached Bid General Provisions which are considered part of the Contract Documents and any contract awarded. **The sum of the Tree Pruning Services (Base Bid) shall be used to compare all bids to determine the lowest responsive bid.**

The City reserves the right to reject any or all bids received. The City further reserves the right to waive any technicalities or minor irregularities in bids received.

Green Waste Disposal

Disposal costs will not be considered in evaluation of the bids. At the City’s sole discretion, the City may direct the successful bidder to dump green waste usable as mulch in the City’s landscape areas. Palm waste and other undesirable wastes shall be disposed of at contractor’s expense.

Public Agency Participation

Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in any award as a result of this bid. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful bidder. This option will *not* be considered in bid evaluation. Please indicate whether this will be granted.

Yes _____ No _____

Contractor’s License

A **D-49 Tree Service Contractor License** is required.

Licensed in accordance with the State of California providing for the registration of Contractors:

License No.: _____, License Expiration Date: _____,

Contractor's State License Classification: _____.



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DIR Registration Number is required:

DIR Registration #: _____

Issue Date _____ **Expiration Date** _____

PUBLIC DISCLOSURE

All bids submitted in response to this RFB become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

A cover letter submitted with the bid should contain a paragraph that states whether or not bidder believes that its bid does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not bidder considers such information to be confidential.

In the absence of a declaration, the City may be obligated to disclose the bid to any party that requests it. Regardless of assertions of confidentiality, bid contents may still be disclosed if City, or a court with jurisdiction, determines that such bid is a public record requiring disclosure



LIST OF SUBCONTRACTORS*

The successful bidder shall perform at least 51% of the contract work with his/her/its own organization. All bidders shall list the name and address and DIR registration number of each subcontractor Business License Number, address and phone number and DIR registration to whom the that bidder proposes to subcontract portions of the work. All contractors and subcontractors for the Project must obtain a business license from the City of Chula Vista before a notice to proceed may be issued. The City reserves the right to approve or disallow the use of any proposed subcontractors.

Name & Address	Description (Type) of Portion of Work Subcontracted
1) _____ _____ _____ _____	_____
2) _____ _____ _____ _____	_____
3) _____ _____ _____ _____	_____



BID GENERAL PROVISIONS

The Contract Documents shall govern any contract award for the Project. By submitting a bid, bidders acknowledge that they have carefully examined and understand the meaning, intent, and requirements of all Contract Documents, including but not limited to the Agreement attached hereto as Appendix "A". The successful bidder will furnish the item(s) and complete the work within the time specified, and in strict conformity with the Contract Documents for the prices quoted in its bid. The successful bidder will enter into a written contract with the same material terms and conditions as the Agreement attached hereto and incorporated herein as Appendix "A". Failure to execute a written contract with the same material terms and conditions as the Agreement in the time prescribed may result in the bidder's forfeiture of its bid bond.

All bidders shall have carefully investigated and become satisfied as to the trees and the physical locations of work for the Project, the conditions to be encountered in performing the work, and the character, quality, and quantities of work to be performed.

1. Prices

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Bidder's Security

A bid deposit in an amount equal to at least 10% of the bid is required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of Chula Vista, or a bidder's bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

3. Items Offered

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state or equal.

4. Brand Names

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. An equivalent (or equal) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require for fully evaluating and determining the acceptability of an offered substitute. The City reserves the sole right to reject a substituted



component that will not meet or exceed City standards.

5. Samples

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

6. Verify Quotations

Bidders shall verify prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

7. Firm Prices

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder, or authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

10. Mistake in Bid

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, the bidder may correct the mistake by modifying or withdrawing the bid in accordance with paragraph 8 above.
- (b) If within seventy-two (72) hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Agent is final as regards acceptance or rejection of requests for correction of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. Signature

All bids shall be signed and the title and firm name indicated. A bid by a corporation or other business entity shall be signed by an authorized officer, employee, or agent with his or her title. City may require appropriate evidence that person(s) executing the bid, or any contract awarded pursuant to this RFB, are duly authorized to do so on behalf of the executing party.



12. Alternative Proposals

To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when it is in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

13. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by law. Information or data submitted with a bid will not be returned.

14. Quality

Unless otherwise required in the specifications, all goods furnished under any contract awarded pursuant to this RFB shall be new and unused.

15. Litigation Warranty

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration.

16. Royalties, Licenses and Patents

Unless otherwise specified, the bidder shall pay all royalties, license, and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright..

17. Performance Standards

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

18. Warranties

- (a) All material, labor or equipment provided under the Agreement shall be warranted by the successful bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted.
- (b) Bidder shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the goods or equipment provided by bidder under this bid or award pursuant thereto, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. Bidder may



establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

19. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

20. Taxes

All applicable State or Federal taxes shall be considered as included in the amount paid for the various items of work. Except as provided herein, the successful bidder shall be responsible for payment of such taxes to the proper governmental authority under any award.

21. Conflict of Interest

No City employee, elected official, appointed official, officer, or consultant, nor any immediate family member of any such employee, elected official, appointed official, officer, or consultant, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest, whether direct or indirect, that is incompatible with the proper discharge of one's official duties in the public interest or would in any way impair one's independence, judgment, or action in the performance of one's official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul any contract awarded pursuant to this RFB without liability at its discretion, and such bidder may be subject to damages and/or debarment or suspension.

22. Gratuities

No bidder, nor any agent or representative of any bidder, shall offer or provide gratuities in the form of entertainment, gifts, or otherwise, to any officer or employee of the City with the intent of influencing an award of an agreement pursuant to this RFB or securing favorable treatment with respect to the performance of any contract awarded pursuant to this RFB. Any such actions shall constitute grounds for the City to rescind the right of bidder to proceed under any contract awarded pursuant to this RFB.

23. Award of Contract

- (a) Bids will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, line item cost, total unit cost, aggregate total cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City, and any other factors which will result in the optimum economic benefit to the City.



- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.

24. Bid Results

To obtain bid results, either (1) attend the bid opening, (2) email the Purchasing Division at the email address provided herein referencing the bid number and a bid tabulation will be emailed to you, or (3) visit the Purchasing Department no sooner than three (3) working days after bid opening to review bid tabulation. Due to time constraints, bid results cannot be given out over the phone.

Unsuccessful bidders may file a bid protest with the Purchasing Agent. The Bidder’s protest must:

1. Be filed in writing not later than 5:00 p.m. on the fifth (5th) business day after the bid opening date;
2. Clearly identify the specific alleged irregularity or other basis for the protest;
3. Specify, in detail, the factual and legal grounds for the protest; and
4. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not meet all of the above requirements, the City may reject it without further review. If the protest is timely received and complies with all of the above requirements, the City will review the protest, any response from the challenged bidder, and any other information deemed relevant by the City in its sole discretion. The City will provide a written response to the protesting Bidder.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or other legal proceedings.

25. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award, or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City’s option the bid bond may be attached for damages suffered.

26. Contractor’s Invoice

For any contract awarded pursuant to this RFB, invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

27. Inspection and Acceptance

Inspection and acceptance of performance under any contract awarded pursuant to this RFB



will be at destination of the work unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

28. Lost and Damaged Shipments

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

29. Late Shipments

Bidder is responsible to notify the City department receiving the items and the Purchasing Agent of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

30. Document Ownership

- (a) All technical documents and records originated or prepared under any contract awarded pursuant to this RFB, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. The successful bidder assigns all copyrights to City by undertaking this Agreement.
- (b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. The successful bidder agrees that City may make modifications to computer software furnished by the successful bidder without infringing the successful bidder's copyright or any license granted to City.

31. Advertisements, Product Endorsements

City employees and agencies or organizations funded by the City of Chula Vista are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Chula Vista has endorsed their product or service without the Purchasing Agent's prior written approval.

32. City Provisions to Prevail

Any terms and conditions submitted by bidder with its bid shall not be acceptable to City unless expressly agreed to in writing by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, the successful bidder shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by the successful bidder.

33. Amendments and Modifications

The Purchasing Agent may at any time, by written order, and without notice to the sureties,



make a modification to the Agreement or an amendment to the Purchase Order, within the general scope of the Agreement, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of the Agreement, an equitable adjustment may be made by written modification of the Agreement or amendment to the Purchase Order. Any claim by the successful bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

34. Disputes

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this RFB or under any contract awarded pursuant to this RFB, which is not otherwise disposed of by contract, shall be decided by the Purchasing Agent who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Agent shall be final and conclusive. Pending final decision of a dispute, the successful bidder shall proceed diligently with the performance of any contract awarded pursuant to this RFB and in accordance with the Purchasing Agent's decision.

35. Mediation

Should an unresolved dispute arise out of any contract awarded pursuant to this RFB, any party may request that it be submitted to non-binding mediation. The parties may meet in mediation within thirty (30) days of a request. If the parties agree to mediation, the mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association or other agreed-upon service. The mediator shall be selected by a Blindfold process. The parties shall be responsible for all of their respective costs of the mediation.

36. Licenses and permits

All contractors and all subcontractors submitting bids pursuant to this RFB shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code, State of California. Chula Vista Municipal Code Section 5.02.020 requires all persons and entities doing business with the City to obtain a Business License. The successful bidder shall obtain all applicable permits and licenses required for the Project at the successful bidder's sole expense, including but not limited to traffic control and access, and give all notices necessary and incidental to the due and lawful prosecution of Project.

37. Annual Appropriation of Funds

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of contract payments required to be paid in contract term for any contracts awarded pursuant to this RFB, and if no funds are legally available from other sources, any contract awarded pursuant to this RFB may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The



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City will provide notice of its inability to continue any contract awarded pursuant to this RFB at such time as the Purchasing Agent is aware of the non-appropriation of funds. However, failure to notify does not renew the term of any contract awarded pursuant to this RFB. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and is not funded as an agreement except to the extent of the Purchase Orders issued.

38. Extension

When in the City's best interest, any contract awarded pursuant to this RFB may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

39. Venue

Any contracts awarded pursuant to this RFB shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of San Diego.

40. Insurance Required

Prior to commencement of any work under a contract awarded pursuant to this RFB, the successful bidder shall be required to procure and maintain insurance on the terms set forth in the Agreement attached hereto as Appendix A.

41. Bonds Required

Prior to commencement of any work under a contract awarded pursuant to this RFB, the successful bidder shall be required to procure a Performance Bond and Labor and Material Bond on the terms set forth in the Agreement attached hereto as Appendix A.



SPECIAL PROVISIONS - GENERAL

Safety and Loss Prevention Program

Contractor shall provide the City a copy of their *Safety and Loss Prevention Program* prior to commencement of work.

Traffic Control and Access

All traffic control shall be done in accordance with the latest revised edition of the Manual of Traffic Controls prepared by the California Department of Transportation. Traffic control plans are not required as a condition of this bid. However, Contractor shall comply with all state and local regulations regarding lane/street closures in performance of work. The City Forester shall act as liaison between Contractor and the Chula Vista Traffic Engineering Division.

Contractor's Local Representation and Physical Presence

The Contractor is required, at no cost to the City, to maintain a local office within the County of San Diego and shall have competent representatives available during normal business hours. An office shall be a physical location staffed with Contractor employees capable of discussing matters pertaining to the Agreement and who can make authoritative decisions. A cell phone or mobile office is not an acceptable substitute for a physical location. The City may conduct a site inspection of the Contractor's office.

Public Notices

The Contractor will provide printed notices of tree trimming dates, which Contractor shall distribute to affected residents at least forty-eight (48) hours in advance. Contractor shall distribute notices at no additional cost to the City.

Measurement of and Changes to Quantities for Unit Price Work

The estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the City of Chula Vista does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the unit quantities by any amount, or to omit portions of the work that may be deemed necessary by the City with no adjustment in unit price.



SPECIAL PROVISIONS - TECHNICAL

TRIMMING OF TREES

Trimming shall include the removal of all dead, broken, and diseased branches and the removal of crossovers and suckers. Crowns shall be raised to eight (8) feet over sidewalks, eleven (11) feet over curbs, and fourteen (14) feet over traffic lanes on mature trees. Young trees shall have crowns raised according to specifications described under the broadleaf performance standards and in conformity with structural pruning principles.

Final cuts shall be made without leaving a stub and in a manner that favors the earliest covering of the wound in callus growth. This requires that the wood area be as small as practicable, that the cut be reasonably flush with the shoulder ring area, and the cambium tissues at the edge of the cut be alive and healthy. All cuts shall be made cleanly with no ragged edges.

All work completed shall be logged on forms provided. These logs shall be submitted to the City Forester, or designee, on a weekly basis no later than 1:00 p.m. on Friday of that workweek.

The Contractor shall submit a work schedule for trees to be trimmed one (1) week in advance of actual trimming. City shall approve the work schedule proposed prior to commencing of work. The City Forester, or designee, reserves the right to establish a work schedule if, in the sole opinion of the City, Contractor fails to provide an efficient and systematic schedule.

Work Crew Supervision

At a minimum, the crew supervisors must be current International Society of Arboriculture (ISA) **Certified Arborists**. Their names, categories of credential, and certification numbers must be included in the bid document to be considered for this contract. Any change in the status of the "certified" individuals during the life of this contract must be reported to the City at the time of occurrence. All certification numbers will be verified through the ISA's office. Failure to have a certified arborist on site to set off crew at beginning of work and supervise crew during work operations shall result in termination of the contract.

The contractor shall provide **qualified supervision of each crew at all times** while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the City.

Safety Standards

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute (ANSI) Z133 (Safety Standards) and A300 (Tree Pruning Standards).
2. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City's Engineering Division and duly approved traffic control plans have been obtained. The Contractor is responsible to have vehicles moved during arboriculture work.
3. The contractor shall provide adequate barricades, flag person(s), signs and warning devices during the performance of the Contract to protect motorists and pedestrians. All placements of cones, signs, and barricades must conform to the American Traffic Safety Standards. Flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.



Trees to be pruned will be those designated by the City Forester. Lists of trees to be pruned will be attached to special project specifications.

Debris and Chip Disposal

Disposal of all logs, limbs, chips and debris generated by work described within this contract will be the responsibility of the contractor. All tree maintenance debris must be removed before the close of business each day; there must be no tree maintenance debris left on a work site overnight.

All trimmings shall become the responsibility of the Contractor. Trimmings shall be legally disposed of at an authorized disposal site. Disposal site for trimmings shall be indicated on the Bid Form. Unit Prices quoted for services in this contract by contractor shall include all labor, traffic control, equipment, materials, insurance, permit and license fees, disposal costs, profit, overhead, supervision, transportation, and applicable sales tax. No other compensation will be allowed.

At the City's sole discretion, the City may direct the Contractor to a disposal site other than the Contractor's proposed site. An adjustment shall be made to account for any difference in cost, taking into consideration any additional transportation expense.

Tree Trimming - Performance Standards

Low overhanging branches shall be maintained at a minimum height of 14 feet above street/roadway grade. Low branches overhanging sidewalks and parkways shall be maintained at a minimum height of eight (8) feet above grade. Ailing or stunted trees that fail to meet typical growth expectations shall be brought to the attention of the City Forester.

All feather palms (e.g., queen palms) and fan palms (e.g., California fan palms) must be pruned between July 1st and September 30th. Pine trees must be trimmed between November 1st and March 31st.

1. Feather palms crowns shall ***not*** be raised above horizontal except to remove dead or dying fronds. All seedpods and flower bundles shall be removed whether alive or dead. All loose and semi-tight butt plates shall be removed up to the point where forcefully dislodging them could tear or otherwise damage trunk tissue. The City Forester shall settle any disagreement as to the specific angle.
2. Fan palms crowns shall ***not*** be raised above horizontal except to remove dead or dying fronds. All seedpods and flower bundles shall be removed whether alive or dead. The City Forester, or designee, shall determine acceptable height and angle of fronds. The City Forester shall settle any disagreement as to the specific angle.
3. *Phoenix canariensis* shall be slicked or skinned up to a symmetrical solid supporting ball of approximately 3½ feet in height and tapered at the base. The only exception to this standard shall be where loosely attached rotten frond bases require a shorter ball for safety from potential dislodgement. Except to remove dead or dying fronds, the crowns shall ***not*** be raised above horizontal. All seedpods and flower bundles shall be removed whether alive or dead. The City Forester shall settle any disagreement as to specific angle.



4. *Phoenix dactylifera* ball dimensions shall be proportionate to trunk thickness and tightness of frond spacing. Trunks shall not be skinned like *Canariensis*. Old frond bases shall be step cut to match existing pattern as balls are raised. Except to remove dead or dying fronds, the crowns shall not be raised above horizontal. All seedpods and flower bundles shall be removed whether alive or dead. The City Forester shall settle any disagreement as to specific angle.
5. Eucalyptus trees shall have their crowns reduced in height and in diameter. This shall be accomplished through drop-crotch pruning main leaders to laterals that are close to 1/3 of the diameter of the cut being made. Limbs shall be cut back to laterals that are at least 1/3 the size of the parent limb. Topping of trees is not permitted.
6. Pine trees with a single main trunk, such as Canary Island pines, shall not have their central leader reduced in height by any means. The top 1/3 of the tree shall be thinned to reduce weight and provide light and air penetration only. The lower 1/3 of the tree shall be thinned by removing small branches at the point of the attachment and shortening long overweight limbs to a lateral large enough to assume the terminal role.

A pine tree which does not have a single main trunk, such as stone pines, may be reduced in height by drop-crotch or thinning cuts. Large lateral branches and scaffold limbs shall be reduced approximately 1/3 in length and thinned without stripping of secondary branches.

7. **Broadleaf trees** include all other trees not specifically named elsewhere. Mature trees shall have end weight reduced and crowns opened by means of thinning cuts to a lateral large enough to assume the terminal role. Young trees shall be structurally trimmed through suppression of upright laterals to favor a central leader which shall not be shortened or thinned as much as other portions of the tree. Crowns shall be raised up to the first permanent branch if the tree is large enough, or to a reasonably high temporary branch in balance with the overall size and appearance of the young tree. All stakes shall be removed and weak crotches with included bark shall be eliminated.

The City Forester shall determine if the trimming of any and all trees meets the performance standards contained in these specifications.

Should diseased trees be encountered in the performance of duties, equipment shall be adequately cleaned to prevent the spread of disease prior to continuation of work.

STAFFING

A minimum of one full time tree crew, consisting of no less than one lift truck and three employees, shall be dedicated to completing the trimming of each of the four main segments of the annual contract (i.e. broadleaf trees, pine trees, eucalyptus trees, and palm trees). If this proves to be an insufficient amount of equipment and personnel to complete the work within the time frame allowed, additional equipment and/or personnel must be committed in order to complete the work within the prescribed contract period. Additional equipment and/or personnel shall be provided at no additional cost to the City.



WORK CREWS

Contractor's work crews shall wear uniform work clothing (shirts, long pants, caps, jumpsuits, aprons, etc.) showing employee's name and contractor's logo, wear work shoes, carry personal identification, and drive vehicles with the company's logo. **OSHA and industrial safety standards shall be followed at all times.**

PUBLIC SAFETY AND CONVENIENCE; WORK COMPLETION

Parking on the street may be eliminated if needed for trimming. Property owners shall be notified at least forty-eight (48) hours in advance. The Contractor shall obtain prior approval of parking restrictions from the City Engineer. Parking prohibition and driveway closures shall only be from 7 a.m. to 6 p.m., and shall not exceed three (3) consecutive days in length.

Compensation for performing all the work necessary to comply with these public safety and convenience provisions is considered included in the contract unit price paid for the various kinds of trees and no additional compensation shall be made.

Working Hours

The Contractor will schedule work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, unless otherwise authorized by the City Forester. Loud equipment – for example, chain saws and wood/brush chippers – shall not be used in/around residential areas before 8:30 a.m. or after 6 p.m. on weekends.

Damage to Property

Any damage to property as a result of the Contractor's operations shall be the responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the City Forester, the City reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor. The Contractor shall inform the City Forester of any damage caused by the contractor's operation on the day such damage occurs.

Starting and Completion Requirements

The Contractor shall not be entitled to any damage claims against the City for hindrances or delays, from any cause whatsoever, in the progress of the work or any portion thereof.

The time for completion of the work may be extended upon written request from the Contractor to the contract administrator, provided request is based on delays or suspensions that are not of the Contractor's making; and such delays shall include, but not limited to, acts or neglects of the City or others performing additional work, or to fires, floods, abnormal weather conditions, epidemics or other acts of nature; or the request is based upon a significant change in the scope of the work which has been approved by the City, shall be the equivalent number of working days or lost hours or in proportion to the amount of extra work compared to the amount of the original contract. Request for extensions in completion dates shall be made within ten (10) workdays of occurrence. The Contractor shall, at the time of submitting a request for extension, also submit supporting documentation justifying the request.



Time lost due to delays caused by subcontractors, an inadequate work force, or failure of the contractor to properly supply or place orders for equipment or materials will not be justification for extensions of time.

Discontinuance of Work

In addition to other rights or remedies provided by the Agreement or at law, the City shall have the authority to suspend the work, wholly or in part, by written or email order for such period as the City may deem necessary due to unsuitable weather, due to conditions unfavorable to City events/functions, or due to failure on the part of the contractor to carry out orders given or to comply with any provisions of the contract documents. Any practice obviously hazardous, as determined by the City Forester or his representative, shall be immediately discontinued by the contractor upon receipt of either oral or written notice to discontinue such practice.

Inspection of Work

All work must be completed to the satisfaction of the City Forester or his representative, and any questions as to proper procedures or quality of workmanship will be resolved by same.

TRAFFIC CONTROL

The Contractor is responsible for obtaining all traffic control devices and conforming to the State of California Manual of Traffic Controls for Construction and Maintenance Work Zones and the City of Chula Vista Standards and Specifications. Full compensation for performing all the work necessary to comply with these provisions is considered included in the contract unit prices paid for various items of work; no additional compensation is allowed.

OPEN SPACE TREES

The Open Space Division may have an additional requirement for trees of various species. The majority of work is located in the Rancho del Rey, Sunbow, and Otay Ranch subdivisions within the City of Chula Vista. These trees would be separately scheduled for trimming with all work to be completed according to Open Space Division's schedules. Unit prices shall remain firm for street-accessible Open Space trees. An indeterminate additional number of Open Space trees may be included in subsequent option year renewals.

TREE INVENTORY AND WORK RECORDS MAINTENANCE

The contractor shall document and provide records of work done, in an electronic or e-mail format determined by the City, at the time the contractor submits an invoice for work done. This report shall include the following information: date of work, location, and tree attributes (species, size, height, and condition of health).



*****DISCLOURE STATEMENT*****

Pursuant to City Council Policy 101-01, prior to any action on a matter that requires discretionary action by the City Council, Planning Commission or other official legislative body of the City, a statement of disclosure of certain ownerships, financial interests, payments, and campaign contributions must be filed. The following information must be disclosed:

1. List the names of all persons* having a financial interest in the project that is the subject of the application, project or contract (e.g. owner, applicant, contractor, subcontractor, material supplier).

2. If any person* identified in section 1 is a corporation or partnership, list the names of all individuals with an investment of \$2,000 or more in the entity.

3. If any person* identified in section 1 is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization or the names of the trustee, beneficiary, and trustor of the trust.

4. Please identify every person,* including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the City in this matter.

5. Has any person* identified in 1, 2, 3, or 4, above, or otherwise associated with this contract, project, or application, had any financial dealings with an official** of the City of Chula Vista as it relates to this contract, project or application within the past 12 months? Yes___ No___

If Yes, briefly describe the nature of the financial interest the official** may have in this contract.

6. Has any person* anyone identified in 1, 2, 3, or 4, above, or otherwise associated with this contract, project or application, made a campaign



contribution of more than \$250 within the past twelve (12) months to an official of the City of Chula Vista? Yes _____ No _____ If yes, which official?

- 7. Has any person* identified in 1, 2, 3, or 4, above, or otherwise associated with this contract, project, or application, provided more than \$460 (or an item of equivalent value) to an official** of the City of Chula Vista in the past twelve (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt, gift, loan, etc.) Yes _____ No _____

If Yes, which official** and what was the nature of item provided?

- 8. Has any person* identified in 1, 2, 3, or 4, above, or otherwise associated with this contract, project, or application, been a source of income of \$500 or more to an official** of the City of Chula Vista in the past twelve (12) months? Yes _____ No _____

If Yes, identify the official** and the nature of the income provided?

Date: _____

Signature of Contractor/Applicant

Print or type name of Contractor/Applicant

This Disclosure Statement must be completed at the time the project application, or contract, is submitted to City staff for processing, and updated within one week prior to consideration by the legislative body.

* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

** Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, and City employees or staff members.