



REQUEST FOR PROPOSALS
FOR

**REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO
& CAMP FRESNO JUNIOR**

PROPOSAL NUMBER: 12301339
PROPOSAL SUBMISSION DEADLINE: April 11, 2023
PROPOSAL CONTACT: Augustus Krider
PURCHASING DIVISION
Email: Augustus.Krider@fresno.gov
Phone: (559) 621-8361 OR 621-1332
Fax: (559) 457-1455

CITY OF FRESNO
PROPOSAL SPECIFICATIONS
REQUEST FOR PROPOSALS

**REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO &
CAMP FRESNO JUNIOR**

I - INTRODUCTION	3
NOTICE INVITING PROPOSALS.....	4
INSTRUCTIONS TO PROPOSERS	6
II - PROPOSAL AND CONTRACT DOCUMENTS	11
CHECKLIST	12
COST PROPOSAL.....	13
PROPOSAL DEPOSIT	16
STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION	17
NONCOLLUSION DECLARATION.....	18
ADDENDA.....	19
REFERENCES.....	20
PROPOSER QUALIFICATION QUESTIONNAIRE.....	21
SIGNATURE PAGE	23
SAMPLE CERTIFICATION	25
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS).....	26
SAMPLE SERVICE CONTRACT	27
III - GENERAL CONDITIONS.....	29
MINIMUM LIMITS OF INSURANCE	32
IV - SPECIAL CONDITIONS.....	39
V - SCOPE OF WORK.....	41

I - INTRODUCTION

- Notice Inviting Proposals
- Instructions to Proposers

NOTICE INVITING PROPOSALS

Electronic Proposals will be received by the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP FRESNO JUNIOR

REQUEST FOR PROPOSALS NO. 12301339

The City of Fresno is soliciting proposals to provide logging services at Camp Fresno and Camp Fresno Junior. This request is for a one (1) year Contract with two (2) possible one (1) year extensions.

The RFP forms, Instructions to Proposers, copies of plans and/or specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: <http://www.fresno.gov>, *Doing Business* (at the top of the screen), *Bid Opportunities*.

Proposals may be submitted electronically via Planet Bids only.

Proposals are to be submitted electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, April 11, 2023, at which time they will be publicly opened and recorded.

Join the bid opening meeting at <https://zoom.us/j/92047244398> or call (669) 900-9128, meeting ID 920 4724 4398.

All proposals must be made on the proposal forms provided by the Purchasing Manager and must be accompanied by a deposit in the amount of **Five Hundred Dollars (\$500)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected. Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office prior to the bid opening and labeled accordingly with proposal number.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at:

11:00 a.m. on March 29, 2023.

Join the meeting by going to <https://zoom.us/j/6121661250> or call (669) 900-9128, meeting ID 612 166 1250. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Procurement Specialist listed on the cover at 559-621-1332 or Augustus.Krider@fresno.gov.

The City of Fresno reserves the right to reject any and all proposals.

The work hereunder constitutes a “public work” as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a “public work” in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82 297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft, classification, or type of worker needed in the execution of Contracts for the City. Information specific to the Work to be done under this Contract can be obtained by contacting the Contract Compliance Officer at the City of Fresno Public Works Department Street Maintenance Division, (559) 621-1492.

Prevailing wage labor rate shall be in accordance with the general prevailing wage determination made by the Director of Industrial Relations.

INSTRUCTIONS TO PROPOSERS
REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP
FRESNO JUNIOR

REQUEST FOR PROPOSALS NO. 12301339

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and filed electronically via Planet Bids on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.
2. No proposal will be considered for award unless the Proposer has complied with the following: Proposers must submit a deposit in the amount of **Five Hundred Dollars (\$500)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office prior to the bid opening and labeled accordingly with proposal number.
3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000, shall be subject to the approval of the City Council.
4. The City reserves the right to reject any and all proposals.

SUBMITTAL OF PROPOSAL

5. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.
6. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.
7. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.
8. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

ACH PAYMENT INITIATIVE -ELECTRONIC PAYMENT

Proposer shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the proposer shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The proposer shall comply with the Controller's procedures to authorize electronic payments. Proposer acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

ADA

Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require Proposer to comply with these accessibility requirements if they are awarded a contract.

PUBLIC RECORDS

9. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

SELECTION PROCESS AND EVALUATION CRITERIA

10. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may not be considered for award and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Cost** as shown on the proposal form.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on References and experience shown on "Statement of Qualifications and Experience."
- d. **Conformance** to the terms and conditions of the RFP.

e. **Financial Stability** based on information provided in the Statement of Qualifications.

f. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

11. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.
12. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project, in the City's sole discretion.
13. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

TIME TO AWARD

14. The Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

CONTRACT DOCUMENTS

15. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2101 G Street, Building A - Fresno, CA 93706 within 15 calendar days (except in the event in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to award to the next proposer offering the next best value to the City.

QUESTIONS, CLARIFICATIONS, AND CONCERNs

16. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the designated Procurement Specialist of the Purchasing Division (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the designated Procurement Specialist of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or designee.

CONTACTS WITH CITY STAFF

17. Before an award is made, any contact with City staff, other than the Purchasing Manager or designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

REGULATED COMMUNICATIONS IN CITY PROCESS ORDINANCE

18. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Government, "City Clerk" - Fresno Municipal Code- Or view the Fresno Municipal Code directly at

https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH4_CIPUCOSA_ART6RECOELOFPRPR

NOTIFICATION OF STAFF DETERMINATION

19. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website <http://www.fresno.gov>, reference link "Departments" (at the top of screen), "General Services," "Purchasing," and "Anticipated Formal Bid Award." It is the sole responsibility of interested Proposers to seek this information.

Proposers will be given an opportunity to submit, in writing, within 5 days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within 5 days. If no action is taken within such 5 days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

DEBARMENT

20. A Proposer may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Proposer may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2101 G Street, Building A Fresno, CA 93706.

OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

21. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises,

equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices.

II - PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____

CHECKLIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.
2. **COST PROPOSAL** (pp. 12-14) (complete attached form)
3. **PROPOSAL DEPOSIT** in the form of:

<input type="checkbox"/> Certified Check	<input type="checkbox"/> Proposer's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond
4. **CITY FORMS** (pp. 16-18) (complete/return attached forms)

<input type="checkbox"/> STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND INSURANCE REQUIREMENTS	
<input type="checkbox"/> NON-COLLUSION DECLARATION	
<input type="checkbox"/> ADDENDA	
5. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE**, including a description of qualifications and relevant experience.
6. Signature page of all **ADDENDA** issued, Addendum No. _____ (Enter numbers, if applicable).

<input type="checkbox"/> Applicable	<input type="checkbox"/> Not Applicable
-------------------------------------	---
7. **REFERENCES** (p. 19)
8. **PROPOSER QUALIFICATION QUESTIONNAIRE** (pp. 20-21) (complete attached form)
9. **SIGNATURE PAGES** (pp. 22), including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.
10. **ACH AUTHORIZATION AGREEMENT** (p. 25) Signature page of ACH payment.

Proposer's Name _____

COST PROPOSAL

REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP FRESNO JUNIOR
REQUEST FOR PROPOSALS NO. 12301339

TERM OF CONTRACT The Contract shall be in effect for One (1) year(from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO THE PURCHASING MANAGER, CITY OF FRESNO

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

ITEM #	ITEM	QTY	UNIT	UNIT PRICE
1	Mobilization	1	LUMP SUM	\$
2	Tree only removal per diameter inch 0"-6" DBH	50	TREES	\$
3	Tree only removal per dia. inch 7" - 12" DBH	50	TREES	\$
4	Tree only removal per dia. inch 13" - 18" DBH	50	TREES	\$
5	Tree only removal per dia. inch 19" - 24" DBH	50	TREES	\$
6	Tree only removal per dia. inch 25" - 30" DBH	50	TREES	\$
7	Tree only removal per dia. inch 31" - 36" DBH	50	TREES	\$
8	Tree only removal per dia. inch over 36"+ DBH	50	TREES	\$
9	Tree & stump removal per diameter inch 0"-6" DBH	25	TREES	\$
10	Tree & stump removal per dia. inch 7" - 12" DBH	25	TREES	\$
11	Tree & stump removal per dia. inch 13" - 18" DBH	25	TREES	\$

(Continued)

Proposer's Name _____

12	Tree & stump removal per dia. inch 19" - 24" DBH	25	TREES	\$
13	Tree & stump removal per dia. inch 25" - 30" DBH	50	TREES	\$
14	Tree & stump removal per dia. inch 31" - 36" DBH	50	TREES	\$
15	Tree & stump removal per dia. inch over 36"+ DBH	50	TREES	\$
16	Stump grinding only - cost per stump, diameter inch at grade.	250	STUMPS – Up to 36+ DBH	\$
17	Special handling and disposal fee per ton for contaminated trees.	1	TON	\$
18	Log chipping, on-site	200	CUBIC YARDS	\$
19	Haul & dispose of excess slash.	1,000	LOADED MILE	\$
20	Site restoration to original condition using chips, includes site stabilization.	200	HOURS	\$
21	Traffic control	10	DAYS	\$
22	Crane Truck	500	HOURS	\$
23	95-Aerial Tower	500	HOURS	\$
24	Grading Equipment	500	HOURS	\$
25	Log deck back/stacking	40	HOURS	\$
26	Haul & dispose of excess logs	1,000	LOADED MILE	\$
27	Miscellaneous Items (please describe on page 22)	1	LUMP SUM	\$

Units: The city of Fresno anticipates the need to remove approximately 100 trees per year. There are approximately 250 stumps to be removed. Tree diameters range in size. Tree heights range up to 200 feet tall. The quantities identified above are approximate. Actual quantities may vary.

(Continued)

(Submit with Proposal)

Proposer's Name _____

The Total Amount of Proposal is _____ **Dollars**
and _____ **Cents**.

The above amount shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are estimates for the initial term. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

(Submit with Proposal.)

Proposer's Name: _____

PROPOSAL DEPOSIT

FOR REQUEST FOR PROPOSALS FOR:

REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP FRESNO JUNIOR

REQUEST FOR PROPOSALS NO. 12301339

Accompanying this proposal is a Proposal Deposit in the amount of **Five Hundred Dollars (\$500)** in the form of:

<input type="checkbox"/> Certified Check	<input type="checkbox"/> Bidder's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond

Proposal Deposit is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Copies of Proposal Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office prior to the bid opening and labeled accordingly with proposal number.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

BUSINESS LOCATION

- The undersigned Proposer does not maintain a place of business in the City of Fresno.
- The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA

BUSINESS LICENSE

- The undersigned Proposer has a current City of Fresno Business License and the number is _____.

If the successful Proposer does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

CONTRACTOR'S LICENSE

The undersigned Proposer holds a valid Class State of California Contractor's License. The License Number is _____ and was issued on _____ . Expiration Date: _____, if applicable.

(Submit with Proposal)

Initial _____

**CITY OF FRESNO
FINANCE DEPARTMENT
ACCOUNTS PAYABLE SECTION**

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

FOR REQUEST FOR PROPOSALS FOR:
**REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP
FRESNO JUNIOR**
REQUEST FOR PROPOSALS NO. 12301339

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may cause a Proposer to not be awarded a contract.

ACCEPT
 DO NOT ACCEPT

If "DO NOT ACCEPT" is checked, please list exceptions:

INSERT IF APPLICABLE

Signature of Authorized Person

Type or Print Name of Authorized Person

(Submit with Proposal)

Proposer's Name _____

NONCOLLUSION DECLARATION
Public Contract Code section 7106

The undersigned declares:

I am the _____ of _____,
Title of Authorized Person Bidding Firm, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true

and correct and that this declaration is executed on _____, at _____, _____.
Date _____ City _____ State _____

Signature of Authorized Person

Print Name of Authorized Person

The above Noncollusion Declaration is part of the Bid Proposal.

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

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

TIME PERIOD TO AWARD/REJECT

The undersigned Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

REFERENCES**REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP FRESNO JUNIOR
REQUEST FOR PROPOSALS NO. 12301339**

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME:

ADDRESS:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

2. AGENCY/COMPANY NAME:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

3. AGENCY/COMPANY NAME:

ADDRESS:

CONTACT PERSON:

E-MAIL:

PHONE NUMBER:

FAX NUMBER:

LENGTH OF CONTRACT:

NUMBER OF YEARS:

TYPE OF SERVICE PROVIDED:

PROPOSER QUALIFICATION QUESTIONNAIRE

FOR REQUEST FOR PROPOSALS FOR:

**REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP
FRESNO JUNIOR
REQUEST FOR PROPOSALS NO. 12301339**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:

(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

b. Address:

Is your firm operating as a franchisee? Yes or No

If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

3. How many years has your business been established?

How many years has your business been under your present name?

How many years under former names? (List name and number of years)

4. How many years has your business been providing services?

5. What other types of services does your business provide?

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes or No

If so, list the date, client, and reason for termination below:

Proposer's Name _____

PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

FOR REQUEST FOR PROPOSALS FOR:

**REQUIREMENTS CONTRACT FOR LOGGING SERVICES FOR CAMP FRESNO & CAMP
FRESNO JUNIOR
REQUEST FOR PROPOSALS NO. 12301339**

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached?

Yes or No

9. Does the proposer currently possess sufficient resources to meet the initial requirements (See Estimated Quantities for each for this contract (pp. 13-14) and Scope of Work (pp.40-42).

Yes or No

If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:

10. Describe how you will meet the requirement to provide the services outlined on pages 13-14 and in the Scope of Work (pages 40-42).

11. Outline your support services including establishing direct lines of communication between City technical staff.

12. Describe the methods utilized to ensure safety of staff and bystanders during tree removal services.

13. Describe the fire prevention method(s) you utilize when providing tree removal services in a forest environment.

14. Describe any miscellaneous costs that were included on page 14, line item 27 (if applicable).

(Submit with Proposal)

Proposer's Name _____

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ Phone Fax

(2) (Corp.) (Individual) (Partner) (Other)

(3) _____
Business Address

_____ City _____ State _____ Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Proposer is a corporation, the Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Secretary of State printout, a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Proposer is an individual, he/she must sign the Proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals or must be submitted with the Proposal.

(c) If the Proposer is a partnership, the Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Proposer is a joint venture, the Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly signed
for and on behalf of said corporation by authority of its governing body, as evidenced by the attached
true and correct copy of the _____
Name of Corporate Document

By: _____

Name: _____

Title: Secretary

Date: _____

**CITY OF FRESNO
FINANCE DEPARTMENT
ACCOUNTS PAYABLE SECTION**

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name _____

Contact Email Address _____

Contact Name _____

Telephone Number _____

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository
Name _____ Branch _____

City _____ State _____ Zip Code _____

Routing
Number _____ Account
Number _____

ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) _____
(Please print)

Signature _____ Date _____

Title _____

SAMPLE SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Contractor) as follows:

1. **CONTRACT DOCUMENTS.** The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. **PRICE.** For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS ([\$DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. **PAYMENT.** City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **INDEMNIFICATION.** To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

[CONTRACTOR],
[Legal Identity]

By: _____
[Name],
[Title/Dept.]

By: _____
Name: _____

APPROVED AS TO FORM:
RINA GONZALES
Interim City Attorney

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Brandon M. Collet Date
Supervising Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy Date
Deputy

REVIEWED BY:

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Telephone: (559) [#]
E-Mail: [E-Mail address]

CONTRACTOR:
[Contractor Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Telephone: [area code and #]
E-Mail: [E-Mail address]

III - GENERAL CONDITIONS

III. GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. **DELIVERY OF SERVICES:** If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. **TERMINATION FOR CAUSE:**

- a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof,

or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. **CONTRACT DOCUMENTS:** Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Building A Fresno, CA 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. **PERFORMANCE BOND:** Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **\$N/A**. If applicable, this bond is to be renewed annually.

PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY PREMISES

7. **INSURANCE REQUIREMENTS.**

(a) Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or

policies shall in no way relieve from liability nor limit the liability of Contractor, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall procure and maintain for the duration of the contract, and for five years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. CONTRACTORS' POLLUTION LEGAL LIABILITY with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence or claim; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by Contractor pursuant to the Agreement.

UMBRELLA OR EXCESS INSURANCE

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Contractor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Contractor shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Contractor shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice has been given to City, except ten days for nonpayment of premium. Contractor is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.
- (ii) In the event this Contract involves any lead-based environmental hazard (e.g., lead based paint), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event this Contract involves any asbestos environmental hazard (e.g., asbestos remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event this Contract involves any mold environmental hazard (e.g., mold remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.
- (iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.
- (iv) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees, and volunteers as an additional insured. Contractor shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General

endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

- (v) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General and Pollution Liability policies are required to include primary and noncontributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If Contractor maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Contractor.
- (vi) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vii) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (viii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
- (ix) The Commercial General, Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to City, its officers, officials, agents, employees, and volunteers.

PROVIDING OF DOCUMENTS - Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of Contractor shall also be required to provide all documents noted herein.

CLAIMS-MADE POLICIES - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, Contractor must purchase "extended reporting" period coverage for a minimum of five years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to City for review.

(v) These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If Contractor subcontracts any or all of the services to be performed under this Agreement, Contractor shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Contractor will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

8. **INDEMNIFICATION**: To the furthest extent allowed by law including California Civil Code section 2782, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

9. **PRECEDENCE OF CONTRACT DOCUMENTS**: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. **FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986**: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. **WORKMANSHIP GUARANTY**: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. **ALTERATION OF TERMS**: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. **CONTRACT CHANGES**: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. **AMENDMENTS:** The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. **ASSIGNMENT:** The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

16. **TERMINATION BY CITY FOR NON-APPROPRIATION:** In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve-month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. **INDEPENDENT CONTRACTOR:** In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. **GOVERNING LAW AND VENUE:** The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. **COMPLIANCE WITH LAW:** In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. **SEVERABILITY:** The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. **INTERPRETATION:** The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be

ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. **ATTORNEY'S FEES:** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. **EXHIBITS:** Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. **MAINTENANCE OF RECORDS:** Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. **RECYCLING:** In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(a) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. **NOTICES:** Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. **BINDING:** Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. **WAIVER:** The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. **NO THIRD PARTY BENEFICIARIES:** The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. **EXTENT OF AGREEMENT:** Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

32. **HEADINGS:** The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

IV – SPECIAL CONDITIONS

IV. SPECIAL CONDITIONS

TERM OF CONTRACT: This Contract shall be in effect for one (1) year from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for two (2) one (1) year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the contract had been extended for such a temporary period by an amendment hereto.

CONTRACT PRICE ADJUSTMENTS

All prices and rate increases under this contract shall be limited to a maximum of three percent (3%) for any one year.

COMPENSATION ESCALATION DUE TO CHANGE IN MINIMUM WAGE

In the event the Contractor is required by a collective bargaining labor agreement or by the Federal Government increases the minimum wage then the contract rates as defined in this proposal shall be subject to negotiation between the Contractor and the City of Fresno. In the event that negotiated changes in contract rates cannot be agreed upon by the City of Fresno and the Contractor, then the Contract may be terminated by either party in accordance with the General Conditions of This Contract. If the Contractor and the City of Fresno agree to a negotiated change in contract rates as defined in this proposal, the Contractor shall increase the minimum hourly wages and salaries paid to its employees performing services under this Contract in accordance with new negotiated wages and salaries.

*Note: The Minimum wage rate in California is currently at \$15.50 per hour, effective January 1, 2023, for all employers. Proposers should consider wage rates, when completing their proposal. (IF APPLICABLE)

PAYMENT: The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

ATTENTION:
City of Fresno
PARCS Department
1515 E. Divisadero Ave
Fresno, CA 93721

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

V - SCOPE OF WORK

V. SCOPE OF WORK

HAZARD TREE FELLING

1. Contractor shall perform all work to safely fell trees identified by the US Forest Service for removal. Hazard trees identified by the US Forest Service for removal are marked with a blue line and a unique tree identification marker that corresponds to the Forestry staff who marked it.
2. The Contractor shall take all actions necessary to avoid damages caused by felling operations and must protect the Camp's water and sewer infrastructure, structures, roads/driveways, landowner belongings and other private property.
3. Wherever possible, the Contractor shall avoid damaging or removing live trees that are not marked for removal.
4. All work must be completed in a safe manner that prioritizes safety of the public, City, Forestry Department, and Contractor.
5. Trees may be removed by conventional felling methods (hand felling), by climber, by bucket truck or by crane operations. All other methods shall first be approved by the City. Tree removal methods chosen by the Contractor must both ensure safety of workers and public and maximize cost effectiveness.
6. Contractor shall limb all felled trees. Stumps shall be cut as close to the ground as is practical while avoiding damage to Contractor's equipment.
7. Contractor shall work with the City of Fresno and the US Forest Service to determine tree disposal methods, which may vary based on log size and may include: truck or tractor hauling all log segments resulting from project felling operations to approved sites, chipping, stacking, etc.

LOG & STUMP REMOVAL

1. Contractor shall grind and remove stumps.

SLASH TREATMENT

1. Upon written approval of the US Forest Service Contractor shall treat slash resulting from project felling operations by chipping and spreading it on site for erosion control and site restoration. Masturbation is also an acceptable method of slash treatment.
2. The Contractor may haul excess slash to approved sites.

SITE RESTORATION

1. Contractor shall make every reasonable effort to restore disturbed sites to their original condition.
2. All temporary access routes or significantly disturbed areas shall be graded to blend back with natural original terrain.
3. Erosion control measures shall be applied to blend with surroundings consistent with standard timber removal practices.

4. If approved by the US Forest Service, wood chips may be used as suitable erosion control. Contractor shall ensure that treated slash does not cover any at-grade Camp facilities (i.e. water meters and sewer manholes) and shall make reasonable efforts to clear drainage culverts and structures of treated slash.
5. If directed by the US Forest Service, slash, excess logs and/or wood chips may need to be hauled off site for disposal.
6. Contractor shall restore, replace or re-install any fences, private belongings, structures, etc. that have been temporarily moved or damaged during Contractor's operations.

TRAFFIC CONTROL

1. Contractor shall be responsible for providing all necessary traffic control to ensure the safety of property owners, motorists and the public. Contractor must be knowledgeable and capable of providing traffic control systems and measures that meet the requirements of local ordinances, codes and regulations.
2. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders. Vehicular access to Camp shall not be restricted during evening hours and Contractor shall provide access to Camp during construction operations, so long as it is safe. Contractor shall be responsible for maintaining safe emergency exiting for Contractor, City, Forestry and Camp staff at work site(s).
3. The Contractor must inform the Forest Service, County of Fresno and the emergency dispatcher of all road closures prior to closure.