

CITY OF SAN MATEO, CALIFORNIA

REQUEST FOR BIDS

YOUNG TREE WATERING SERVICES



January 19, 2022

Parks and Recreation Department
Landscape Resources Division
2001 Pacific Blvd.
San Mateo, CA 94403
Telephone: (650) 522-7422
FAX: (650) 522-7421

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CITY OF SAN MATEO, CALIFORNIA

January 19, 2022

NOTICE INVITING SEALED BIDS

Sealed bids will be received by the City of San Mateo, California, for Young Tree Watering Services as described in the General Provisions & Special Provisions entitled Young Tree Watering Services, Parks and Recreation Department, and all addenda thereto.

The desired Agreement will be for one year, with the option to renew for three additional one-year terms if agreeable to all parties.

The entire REQUEST FOR BIDS YOUNG TREE WATERING SERVICES and all associated documents necessary for bid submission are available electronically at www.cityofsanmateo.org/Bids.aspx Any questions regarding the contract documents should be directed to Matthew Fried (650) 522-7422.

Any pertinent updates, questions raised by contractors bidding the project or addenda to the scope of work will be posted on the city bid posting page.

Evidence of insurability shall also be included with the bids. The successful bidder will have insurance coverage to City specified limits.

All bids are to be accompanied by proof of registration with the Department of Industrial Relations pursuant to Labor Code 1725.5.

Qualified bidders should have provided at least two (2) years professional tree watering services for municipalities or comparable large clients/projects. Bidder shall supply three (3) references of prior clients within the last three (3) years, including at least one current client, with the bid.

The Contractor will not be permitted to subcontract any of the work in this contract without prior written permission of the City.

The Contractor will enter into the City's Standard Agreement for Services included with this "Notice Inviting Sealed Bids." Any requested changes to the contract must be included with Bidder's bid and the City, in its sole discretion, will determine whether or not to agree to these changes prior to bids award. Any changes not agreed to by the City will render the bids non-responsive.

The right is reserved, as the interest of the City may require, to reject any or all bids, to waive any formality in bids, and to accept, modify, or reject any items of the bid.

Said bids marked ":" YOUNG TREE WATERING SERVICES , PARKS AND RECREATION DEPARTMENT" shall be delivered to 2001 Pacific Blvd, San Mateo, CA 94403 before 4:30 PM, February 8, 2022.

Bids shall be opened and read by a City representative on a said date and time as called by the representative. Said City representative shall report the results of the bids to the Director of Parks and Recreation, at which time the Director may award the contract to the bidder whose demonstrated experience, competency, and pricing represent the best value for the City; or as the City's interest may dictate, Director may exercise its right to modify the award or to reject any or all bids.

EXHIBIT A

**CITY OF SAN MATEO, CALIFORNIA
YOUNG TREE WATERING SERVICES**



January 19, 2022

Parks and Recreation Department
Landscape Resources Division
2001 Pacific Blvd.
San Mateo, CA 94403
Telephone: (650) 522-7422 FAX: (650) 522-7421

GENERAL INFORMATION

The City of San Mateo is soliciting Proposals from qualified bidders for tree watering services. The primary purpose of the desired maintenance contract is to provide establishment watering for newly planted street trees throughout the City of San Mateo.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall preserve the right to reject any bid for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on Bidders' demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the lowest bidder.

The selected firm will work closely with the Managing Arborist and/or other City staff to ensure the most appropriate care and maintenance of the City's urban forest with sensitivity to the City of San Mateo, its residents, and visitors.

The desired Agreement will be for one year, with the option to renew for three additional one-year terms if agreeable to all parties.

For the first year of the contract, the list of trees to be watered will be at least 150 street trees. Subsequent years should have many more trees.

Selection Process / Criteria

The City will evaluate and rank Bids based on various selection criteria. Any Bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a Bid may be waived. Waiver of an irregularity shall in no way modify the Request for Bids nor affect recommendation for award of the Contract. Information contained in the Bid should provide information for the City to evaluate the company on the following criteria, listed in relative order of importance, including:

- Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the City to reach high quality outcomes.
- Demonstration of exceptional ability to provide a high level of quality service standards under similar conditions to institutions, private or public of similar size and area requirements.
- Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.

- Proven competencies in the effective and efficient use of natural resources, and implementation of best management practices.
- Policies that provide highly-trained, competent staff at every level of the organization.
- Demonstration of a high level of stability and long term high quality performance of the Contractor.
- Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

In evaluation of Bids, the City will adhere to the current City of San Mateo Municipal Code Section 3.60.040 “Award Procedures” for the award of contracts. Each bid will be evaluated based on firm qualifications and the required submittals.

Required Qualifications

Award will be made to the firm who best meets the City’s requirements and who offers the most advantageous combination of low price and highest qualifications for all the criteria described in this document. All firms submitting bids must hold a valid State of California C-27 or a C-61/D49 Contractor’s License. The license must be in good standing for the previous five (5) consecutive years without any official unresolved record of complaints registered or filed with the Board of California Department of Consumer Affairs.

A cover letter shall be submitted describing all persons that will be performing the work outlined in the contract. Personnel must be qualified and trained in the safe and effective operation of equipment to be used. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English-speaking supervisor who can receive and carry out instructions given by proper authorities.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the contract, which may be delivered to said party or his representatives on the work.

Contractor should have had at least two (2) similar and separate California urban tree watering contracts which have been successfully completed within the last four (4) years.
Each past project shall be comparable to the City’s desired Contract in size and scope (descriptions of these projects and contact persons must be provided with bid submissions).

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with this Quality Control Plan throughout the term of the

contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

GENERAL PROVISIONS

- a) **Alterations:** The City reserves the right to increase by up to 50% the quantity of any item or portion of the work of same complexity as may be deemed necessary or advisable by the Managing Arborist or designee. The City also reserves the right to decrease the quantity of work based on available funds.
- b) **Control of the Work:** The City of San Mateo Managing Arborist or designee shall decide any and all questions which may arise as to the quality or acceptability of work performed and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor.
- c) **Conformity with Specifications and Allowable Deviation:** Deviations from these specifications, as may be required by unforeseen events or exigencies, will be mutually determined in all cases by the Managing Arborist or designee.
- d) **Temporary Suspension:** The Managing Arborist or designee may suspend the work wholly or in part, for such a period as may be deemed necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work.
- e) **Coordination of Work:** The Contractor shall be responsible for coordinating all tree care work activity with the Managing Arborist or designee. Contractor shall establish a uniform time schedule for performance of routine tree work, which shall be in conformance with general contract work hours or special tree care work requirements.
- f) **Traffic and Access:** The Contractor shall be responsible, during all phases of work, to provide for public safety and convenience. Operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, and buildings along line of work shall be maintained. When necessary, the Contractor is responsible for supplying and affixing all safety and traffic control signs and devices (i.e. safety cones). If needed, the Contractor shall be responsible to arrange with the public utilities for any power shutdowns or marking of utility lines.
- g) **Inspection:** Each area of work will be inspected daily or as necessary. In the event the inspection report notes failure to satisfactorily maintain an area, the Contractor shall immediately rework the area as directed by the Managing Arborist or designee.
- h) **Correction of Unsatisfactory Work and Unauthorized Work:** All unsatisfactory work shall be remedied in a manner acceptable to the Managing Arborist. No compensation will be allowed for such correction.

Any work done beyond the limits shown by the work specifications or established by the City or any extra work done without written authority, will be considered as unauthorized and will not be paid.

Upon failure on the part of the Contractor to comply forthwith with any order of the City made under the provisions of this article, the City shall have the authority to cause unsatisfactory work to be remedied and to deduct the costs thereof from any monies due or to become due the Contractor.

i) **Suspension of Contract:** If at any time, in the opinion of the Managing Arborist or designee, the Contractor has failed to supply adequate working force, adequate equipment, or has failed in any respect to prosecute work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon Contractor. Should Contractor neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the City, within the time specified in such notice, the City in any case shall have the power to suspend the operation of the Contractor.

j) **Registration of Contractors:** Before submitting bids, Contractors shall be licensed in accordance with City of San Mateo and State of California Contractor Board requirements. The Contractor is also required to keep fully informed of all existing state and national laws and all municipal ordinances and regulations of the City of San Mateo which in any manner affect those engaged or employed in work and of all orders and decrees of bodies or tribunals with jurisdiction or authority.

k) **Subcontractors:** The use of subcontractors for performance of any portion of this contract is prohibited.

l) **Permits and Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

m) Progress Payments, Monthly Billing: Contractor shall submit invoice for payment on a monthly basis to the following:

City of San Mateo
Parks Division
Attn: Managing Arborist/City Arborist
2001 Pacific Blvd
San Mateo, CA 94403

The invoice shall indicate the tree location and work dates of all work accomplished. Only inspected and approved work will be paid. Bills so submitted shall be paid by the Parks and Recreation Department.

Arrangements for invoice submission via email can be negotiated.

n) Completion of Work and Liquidated Damages: The Contractor shall complete all work called for under the contract in all parts and requirements by, February 1, 2023 unless agreed to otherwise by the City. If the Contractor fails to complete all work contracted to be done and performed within the time frame set forth in this contract, he shall become liable to the City for liquidated damages in the sum of One Hundred Dollars (\$100.00) for each and every day during which said work shall remain uncompleted beyond such time for completion or lawful extension thereof, which sum shall be presumed to be the amount of damage thereby sustained by City since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by City from monies due Contractor hereunder or his assigns and successors at the time of completion, and said Contractor hereunder, or his assigns and successors at the time of completion shall be liable to City for any excess.

Examination of the Site

The bidder shall carefully examine the City's tree population and the bid and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantity of materials to be furnished and as to the requirements of the bid, plans, specifications and contracts. All bidders will submit their bids with this knowledge.

The bidder represents that he or she is fully qualified to perform this examination and review.

If the bidder determines that any portion of the site or the plans and specifications present any interpretation problems of any kind, the bidder shall note such a determination upon this form. Failure to note any such determination shall be conclusive evidence of acceptance by the bidder of the sufficiency of the plans and specifications.

San Mateo Business License Guidelines

A business license shall be obtained as required by the San Mateo Municipal Code, Chapter 5, Section 5.06.010, the amount of which is based on the gross receipts received from doing business in the City of San Mateo.

Prevailing Wage Compliance Requirements

The minimum compensation to be paid for labor upon all work performed under this contract shall be the general prevailing wage scale established by the Director of Industrial Relations of the State of California in force the day this bid opening was announced. It is understood that it is the responsibility of the bidder to determine the correct scale. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. **All bids are to be accompanied by proof of registration with the Department of Industrial Relations pursuant to Labor Code 1725.5.**

GENERAL WORK SPECIFICATIONS

- a) Schedule of Operations.** Work shall be conducted on Monday through Friday with no work on any holiday recognized by the City. It is the City's intent that residents with questions or concerns will be able to contact city staff when contract work is in progress. Daily tree watering operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M.
- b) Objection After Notification.** If objection to watering occurs while work is in progress by the property owner or resident, Contractor shall immediately stop work on tree or trees in question and immediately notify the Managing Arborist/City Arborist. Work shall not resume on that particular location until the Managing Arborist/City Arborist settles the complaint.
- c) Public Relations.** Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree watering operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Detailed Work Specifications

The Contractor shall furnish all labor, equipment, materials, water, tools and supervision to perform tree watering as described herein including:

Watering services are to be performed according to the following specifications:

- At start of contract, Contractor will provide and install water bags on all trees. Bags must have a capacity of least 15 gallons and no more than 20 gallons of water and be made of durable PVC tarpaulin material. Bags must be approved by Managing Arborist. Bags must be removed upon termination of the contract.
- Trees must be watered every 7 to 10 days from March 1 through October 31, and during long periods without rain in the winter months upon request of the Managing Arborist.
- At the time of watering, the water bag shall be filled to capacity. The tree basin must also be filled to capacity. Water provided must be fresh water (NOT recycled).
- If a water bag is damaged, destroyed, or removed during the contract period, the Contractor will be responsible for its replacement.
- While performing tree watering, the Contractor shall maintain the tree watering basin to a height of 4 to 6 inches along the perimeter of the planting hole. Contractor shall remove weeds and debris within the watering basin.
- Contractor shall ensure that all tree support stakes are functional and that tree ties allow trunk to move in wind. Bidder to provide replacement stakes when necessary.
- The Contractor shall maintain a daily log of trees watered. The log shall be updated daily and list the trees watered by site. A copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

For the first year of the contract, the list of trees to be watered will be at least 150 trees. Subsequent years should have many more trees.

- End of EXHIBIT A--

EXHIBIT B: PAYMENT SCHEDULE

Work is to be billed on a “per tree” unit basis.

Payments: Contractor will be paid monthly payments for invoices confirming the work satisfactorily completed and accepted by the City, including any extras, if any. Each monthly progress payment will be made within fifteen (15) days after approval by the Parks & Recreation Department of Contractor's invoice, covering the work performed.

Withholding Funds: City will retain from any payments due hereunder sufficient funds to discharge any delinquent accounts of Contractor for which liens have been or can be filed, and City may at any time pay therefrom for Contractor's account such amounts as are admittedly due thereon. Funds will be withheld for any work deemed by City's representative in charge as not meeting the requirements of this specification.

-- *End of EXHIBIT B: PAYMENT SCHEDULE --*

EXHIBIT C: INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Verification of Coverage

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

-- *End of EXHIBIT C: INSURANCE REQUIREMENTS* --

SUBMITTALS

Firms wishing to have their bids considered for this project shall submit the following, as a minimum:

- A. Statement of the firm's qualifications applicable to this project, including the following:
 - 1. State of California Contractor's License number and expiration date, C-27, C-61/D-49, and any other applicable licenses.
 - 2. Examples of two (2) similar contracts performed within the last four (4) years.
- B. Qualifications, and proposed duties of staff to be assigned to this project. Must include an English speaking Site Supervisor, capable of communicating with any City representative and whom is authorized to act on behalf of the firm.
- C. References
 - 1. Minimum of three (3). Preference for municipal contracts of comparable size and scope.
- D. Corporate Capability
 - 1. Affirmative statement of indemnity and insurance.
 - 2. Documentation of all current licensing required for completing job.
- E. Equipment
 - 1. Complete list of machinery and equipment (including year of manufacture) to be used for this project, as well as all available equipment in reserve to allow for breakdowns.
- F. Quality Control Plan
 - 1. The means the firm will use for completing the project
 - 2. Model of Watering bag to be used.
 - 3. Written description of methodology to be used for routing to watering sites and electronic logging of work so that the City can easily track progress.
 - 4. Methodology in which firm will handle complaints from the public and damage to public and private property.
 - 5. Effective means to correct problems.
- G. Employee Training
 - 1. Written description of firm's internal training program.
- H. Bid Form
- I. Bidder's Statement

- J. All necessary proof of compliance with the Prevailing Wage requirements pursuant to Labor Code 1725.5.

SAMPLE AGREEMENT FOR SERVICES (Complete only after bid acceptance)
CITY OF SAN MATEO, CA

**AGREEMENT WITH _____
FOR YOUNG TREE WATERING SERVICES**

This Agreement, made and entered into this _____ day of _____, _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and _____, a _____ [insert legal status of contractor here, e.g., individual, corporation, limited partnership, etc.] ("CONTRACTOR"), whose address is _____.

R E C I T A L S :

- A. CITY desires certain TREE WATERING services hereinafter described.
- B. CITY desires to engage CONTRACTOR to provide these TREE WATERING services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

1. The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.
2. The Contract Documents: The complete Contract consists of the following: this Agreement, the Notice Inviting Sealed Bids, the accepted Bid, and the bid package, including the General Provisions, General Work Specifications, and Detailed Work Specifications.

SECTION 2 - DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on _____ and be completed on or about _____.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee pursuant to rates stated in Exhibit B, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. CONTRACTOR shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. 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 either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY'S request if litigation is brought against CITY in connection with CONTRACTOR'S services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR'S wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR'S standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Timothy Heartquist
Tree Maintenance Specialist
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

To CONTRACTOR: <insert Contactor Business Name>
Attn: _____
<address>
<City, State, Zip>

**SECTION 21 - AGREEMENT CONTAINS ALL
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Sheila Canzian, Director of Parks and
Recreation

<Print/Type Name and Title
Its Authorized Agent>

APPROVED AS TO FORM

Gabrielle Whelan, Assistant/City Attorney

--- End of SAMPLE AGREEMENT FOR SERVICES ---

BID FORM

YOUNG TREE WATERING SERVICES

CITY OF SAN MATEO, CALIFORNIA

For the per tree price rate of \$_____ per street tree per watering event, the undersigned hereby proposes and agrees that if this bid is accepted he/she will contract with the City of San Mateo, California, to furnish all labor, materials, tools, water, equipment, transportation, licensure, and all incidental work and services required to complete all items of tree maintenance work as indicated in the **EXHIBIT A: "YOUNG TREE WATERING SERVICES"**

All work shall conform to all specifications, requirements, provisions, and other details in accordance with **EXHIBIT A**, and all addenda thereto.

This bid is submitted in conformance with the requirements of the **EXHIBIT A: "YOUNG TREE WATERING SERVICES"** and all addenda thereto as prepared by the City of San Mateo. All submittals required per **EXHIBIT A** are hereby attached to this Bid Form and is a binding part thereof. The work shall be paid for monthly. Contractor shall submit a monthly bill for the work performed with required supporting data.

Contractor's Signature

Name of Company

Phone Number

Email

Date

BIDDER'S STATEMENT

SHEET 1 OF 3

(To be submitted with Bid Form)

YOUNG TREE WATERING

The undersigned has carefully read **EXHIBIT A: YOUNG TREE WATERING** and all addenda attached thereto and realizes that any variation or deviation from these documents shall be sufficient grounds for rejection for all or any part of the work performed. Such rejected work shall be replaced entirely at the Contractor's expense, and failure to do so within a reasonable length of time shall be sufficient reason for the withholding of payment for any part or all of the work and forfeiture of the Contractor's bond.

The undersigned further certifies that he is licensed by the State of California as a Contractor, that the license is now in force and that the number and class Landscape Contractor Class (C-27 or D49), and the expiration date is _____. Further the undersigned certifies that upon request he will provide evidence of said license.

Pursuant to Business and Professions Code Section 7028.15, I, _____, declare under penalty of perjury that the foregoing and the statements contained in the bids for the above titled project are true and correct and that this declaration is made on this ____ day of _____, 2022, at _____, California.

It is understood that the quantities set forth herein are approximate only and are to be used only for the comparison of bids and the guidance of the bidder.

If awarded the contract, the undersigned hereby agrees to sign and file an agreement, attached as Appendix I, together with the necessary bond, certificate(s) of insurance, related endorsements for general and automobile liability insurance, and proof of a San Mateo Business License in the office of the City Clerk within ten (10) calendar days after the date of the award and to commence work within five (5) days of the date specified in the notice to proceed, and to complete the work under said contract within the specified number of working days beginning from the date specified in the notice to proceed. Contractor agrees to keep the Business License current for the entire term of the contract.

If the unit (per tree) price and the total amount named by a bidder for any item do not agree, it will be assumed that the error was made in computing the total amount and the unit price alone will be considered as representing the bidder's intention.

BIDDER'S STATEMENT

SHEET 2 OF 3

(To be submitted with Bid Form)

YOUNG TREE WATERING

The undersigned has checked carefully all of the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or on behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage of any kind whatever.

The undersigned agrees that this bid may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

NOTE: IF THE BID IS MADE BY AN INDIVIDUAL, HIS NAME AND POST OFFICE ADDRESS MUST BE SHOWN. IF THE BID IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE SHOWN (if more than two members of a firm or partnership, please attach an additional page); OR IF MADE BY A CORPORATION, THE BID SHALL SHOW THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.

BIDDER'S STATEMENT

SHEET 3 OF 3
(To be submitted with Bid Form)

YOUNG TREE WATERING

SIGNATURES OF BIDDERS:

If INDIVIDUAL, sign below:

Signature

Date

Print name

Post Office Address

If CORPORATION, sign below (show names of non-signing officers):

a CORPORATION

Name of State Where Chartered

If PARTNERSHIP, sign below (show names of non-signing partners):		Signature	Date
		Print name of person signing bids	
		Title	
<p><i>List names of the following officers:</i></p> <hr/> <p>PRESIDENT</p> <hr/> <p>SECRETARY</p> <hr/> <p>TREASURER</p> <hr/> <p>Post Office Address</p>			
Signature	Date		
Name of Partner			
Post Office Address (if different)			

--- End of Bidder's Statement ---

CERTIFICATE OF NONDISCRIMINATION

(To be submitted with Bid Form)

YOUNG TREE WATERING SERVICES

On behalf of the bidder making this bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

BIDDER

By: _____

(Name of person making certificate)

(Title of person making certificate)

Date