

August 18, 2020

**RFI Responses 1**

1. Due to the complexity of the project, is it possible to include a requirement illustrating a minimum amount of 5 years of experience performing this type of work? **Please follow the published bid documents.**
2. On Attachment A under Bid Alternates, vendors must have a crane that has a reach of 95 feet with operator. How will the city be verifying that the selected vendor has this piece of equipment and this license? **Bid item #5 does not require the winning bidder to have a crane in house. The crane services can be fulfilled by a subcontractor. It will be taken into consideration if the contractor does not provide crane services. It will be left up to the contractor and or subcontractor to follow all local, state and federal laws. We will require the winning contractor and/or subcontractor to provide a copy of all licenses and certifications required to operate a 95 foot crane.**
3. On Attachment A under scope of work, there is a reference to treatments being required. Should the selected vendor have an "in-house" Pest Control Advisor (PCA) with the ability to write the prescriptions for pesticide use in accordance with the Department of Pesticide Regulations. Or will the City be generating and submitting all prescriptions for pesticide use with their own PCA? **No, the City of Escondido does not need the winning bidder to have a PCA "in-house".**
4. On Attachment A under scope of work, there is a reference to diagnosis being required. Based on current industry standards an Arborist that is Tree Risk Assessment Qualified (TRAQ) should be required for providing tree diagnosis. Additionally, an ISA Board Certified Master Arborist should also be required if the diagnosis is going to be used to defend the City against potential litigation. Can you please update the specifications to make this a mandatory required certification to be compliant with ISA standards? Or will the city be doing its own ISA tree risk assessments with City staff? If included in the specifications, can you please add a billable line item to the bid sheet for these services? **A base bid price of 500 hours for tree work is requested. Treatment and diagnoses would be an additional service, if requested by the City.**
5. On Attachment A under scope of work, there is a requirement for providing traffic control. In order to perform traffic control for public agencies, all vendors must have staff qualified by American Traffic Safety Services Association (ATSSA). There should be a minimum requirement to have ATSSA Certified design specialists and ATSSA certified technicians to perform this work safely on City right of ways. Can you please update the specifications to include these mandatory required certifications in order to be compliant with MUTCD traffic control standards? MUTCD does not require qualification by "American Traffic Safety Services Association (ATSSA)". It states that you must have a competent person preform the traffic control design. **In most cases Contractors have been able to utilize Regional Standards for the traffic control submittal and encroachment permit application, <http://www.regional->**

[stds.com/home/book/drawings](https://www.stds.com/home/book/drawings) , if traffic control services above and beyond these standards are required, than this scope shall be included in a proposal to the City, reference [Sample Public Service Agreement LMD Tree Maintenance.pdf](#), section 2. **Compensation.**

6. There is no mention of bird nesting procedures. Will you consider adopting the Tree Care for Birds Best Management Practices for performing tree work during nesting season? There is also a requirement that Tree Trimmers have wildlife awareness training qualifications to perform any tree work during nesting season. Can specifications incorporate this requirement in order to be in compliance with those best management practices? More info: [www.treecareforbirds.com](http://www.treecareforbirds.com) **Tree removals, pruning, and maintenance shall be performed outside of the nesting season. The City shall review and survey any areas of concern reported by the Contractor prior to work proceeding.**
7. With tree care standards and safety being critically important to the scope of this RFP, will the City consider having a Tree Care Industries Association (TCIA) accreditation be a requirement of the selected vendor? **No, the City of Escondido will not require the contractor to have a Tree Care Industries accreditation.**
8. What is the proposed annual budget for this work? **\$45,000.00**

City of Escondido LMD Tree Maintenance FY 2020-2021 RFP

August 18, 2020

**RFI Responses 2**

1. Please define the type of tree work to be performed in the 'grid Pruning' line item. Is this line item per tree price or per grid price? **This is a per tree price, 300 trees minimum.**
2. For tree planting the bid sheet line item # 11 references 'Planting a 24" box tree. Does the City provide the tree or is the contractor? **The tree shall be provided by the Contractor.**
3. Same question for line item # 12, Planting a 15 gal Tree. **The tree shall be provided by the Contractor.**
4. For line items # 2,3 and # 4 regarding different crew sizes, What type of equipment is expected to be included? **A forestry truck with a chipper is expected, these types of trucks should seat 2-3 safely. A crew of 4 would probably run a chipper truck and a boom truck. The Contractor should send out the crew with what equipment is needed to complete the job, equipment should be included in the cost of the employee.**
5. What is the projected annual spend for this contract? **\$45,000.00**
6. Who was the contractor for the last two years? **West Coast Arborists, Inc. was the contractor in FY 2019 and FY 2020.**
7. For line item # 10, is this for one trimmer per hour? **Yes**



## Request for Proposal

**Date: August 10, 2020**

**Project: LMD Tree Maintenance Fiscal Year 2020 - 2021**

**RFP and Project Contact:** Rajesh Badri - Management Analyst (p) 760-839-4665 (e) [rbadri@escondido.org](mailto:rbadri@escondido.org)

**Questions Due: August 17, 2020 4:00pm**

**RFP Due Date: August 24, 2020 4:00pm** emailed to [rbadri@escondido.org](mailto:rbadri@escondido.org)

### **Scope of Work:**

The contractor agrees and shall provide work that consists generally of providing tree work and maintenance to the LMD. The scope of work shall include the following:

- Tree Trimming
- Tree Removals
- Stump Grinding
- Tree Planting
- Hand Watering
- Inspection, Diagnoses and Treatment of Pests and Disease
- Grid Pruning
- 24-Hour Emergency Response
- Traffic Control
- Digalert and layout for utility markout prior to any work.
- Coordinate with and Notify Residents of Upcoming Activities.
- Contractor shall be responsible for dust control and storm water protection (BMP's) for related installation activities.
- Updates to the City's tree inventory program, CityWorks

Subcontractor shall review and comply with the City of Escondido standard Public Improvement Agreement regarding prevailing wage requirements, Department of Industrial Relations requirements, insurance requirements, etc



Date: **10-Aug-20**

Project: Landscape Maintenance District - Tree Maintenance

RFP Contact: Rajesh Badri [rbadri@escondido.org](mailto:rbadri@escondido.org)

Due Date: Bids shall be emailed to Rajesh Badri before August 24, 2020 4:00pm

Contractor:	
Contact:	
Phone:	
Email:	
DIR:	

*Please fill in and provide all requested information outlined on this form by due date.*

Bid Form					
Bid Item	Description	Quantity	Unit	Unit Price	Extension
1	500 Hours of Tree Work	500	Hrs		
Sum of Line Extensions, Total Bid					\$ -

Bid Alternates					
Bid Alt. Units	Description	Unit			Extension
2	Crew - 2 Person/8 Hr Day	Day			
3	Crew - 3 Person/8 Hr Day	Day			
4	Crew - 4 Person/8 Hr Day	Day			
5	95' Crane with Operator/Day	Day			
6	Emergency Resp 3 Person/8 Hr Day	Day			
7	Grid Pruning (300 minimum)	Each			
8	Watering Services per Hour	Hour			
9	Stump Removal	Hour			
10	Tree Pruning per Hour	Hour			
11	Planting 24" Box Tree	Each			
12	Planting 15 Gallon Tree	Each			

Bid Checklist		
Item	Description	Initial
1	No Exception to RFP	
2	No Exception to City of Escondido PSA Agreement	
3	No Exception to City of Escondido Insurance Req's.	
4	Addenda Noted, if Applicable	

Contractor has verified all bid documents and has submitted a complete proposal.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2020.

Between: CITY OF ESCONDIDO  
a Municipal Corporation  
201 N. Broadway  
Escondido, California 92025  
Attn: Rajesh Badri  
760-839-4665  
("CITY")

And: Name of Contractor  
Address  
Address  
Attn: Name  
Phone Number  
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the scope described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above as needed work, payment shall be only made based on actual work performed and per rates established in the Attachment A in a cumulative amount not to exceed \$\_\_\_\_,\_\_\_\_.\_\_\_\_ ("**Contract Price**"). Written proposal(s) detailing the associated costs and scope of work to be performed shall be received and approved in writing by the City prior to the commencement of any work. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by **June 30, 2021**. Extension of terms or time of performance may be made only upon the City's written consent.

4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.
7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
  - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
  - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
  - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR \_\_\_\_\_

Waiver appropriate by CITY \_\_\_\_\_

- c. Each insurance policy required above must be acceptable to the City Attorney.
  - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
  - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
  - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
  - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.
  - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
  - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
  - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.



14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et. seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Department of Industrial Relations Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or

agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Julie Procopio  
Director of Engineering Services / City Engineer

CONTRACTOR

\_\_\_\_\_  
(Contractor name)

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

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

By: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

# ATTACHMENT A

## **SCOPE OF WORK/TECHNICAL SECTION**

### **A. General**

The work to be done consists of all aspects of tree maintenance, including but not limited to the following: tree trimming, tree removals, stump grinding, tree planting, hand watering, diagnoses and treatment, grid pruning, 24-hour emergency response, traffic control, and mark-outs. The Contractor shall be a licensed contractor pursuant to the Business and Profession Code and shall be licensed in the following appropriate classification of contractor's license, for the work bid upon, and must maintain the license throughout the duration of the Contract: **"D-49 and C-27 State of California Contractor License issued by the State Contractor's License Board.** The license shall be current and valid at the time the Contract is awarded to the Contractor and remain in effect throughout the duration of the project.

### **Locations & Task**

The tree maintenance work shall take place in the City of Escondido Landscape Maintenance Assessment District (LMD).

### **Scope of Work:**

The contractor agrees and shall provide work that consists generally of providing tree work and maintenance to the LMD. The scope of work shall include the following:

- Tree Trimming
- Tree Removals
- Stump Grinding
- Tree Planting
- Hand Watering
- Inspection, Diagnoses and Treatment of Pests and Disease
- Grid Pruning
- 24-Hour Emergency Response
- Traffic Control
- Digalert and layout for utility markout prior to any work.
- Coordinate with and Notify Residents of Upcoming Activities.
- Contractor shall be responsible for dust control and storm water protection (BMP's) for related installation activities.
- Updates to the City's tree inventory program, CityWorks

Subcontractor shall review and comply with the City of Escondido standard Public Improvement Agreement regarding prevailing wage requirements, Department of Industrial Relations requirements, insurance requirements, etc.

### **Bid Alternates:**

- 1) Crew – 2 Person/8 Hr Day
- 2) Crew – 3 Person/8 Hr Day
- 3) Crew – 4 Person/8 Hr Day

# ATTACHMENT A

- 4) 95' Crane with Operator/Day
- 5) Emergency Response 3 Person/8 Hr Day
- 6) Grid Pruning
- 7) Watering Services per Hour
- 8) Stump Removal
- 9) Tree Pruning per Hour
- 10) Planting 24" Box Tree per City Standards
- 11) Planting 15 Gallon Tree per City Standards

## **B. Prevailing Wages**

Prevailing wages are required along with DIR registration.

## **1. PERFORMANCE OF WORK**

### **A. Hours of Operation**

Normal business hours, Monday – Friday 7:00 a.m. – 5:00 p.m.

### **B. Communication**

The contact for the City of Escondido is Rajesh Badri and can be reached by phone (760-839-4665) and/or email rbadri@escondido.org.

### **C. Work Completion**

The contractor must complete all work described in this agreement by **June 30, 2021**.

## **2. TOTAL CONTRACT PRICE**

\_\_\_\_\_ Dollars. \$ \_\_, \_\_. \_\_.

# ATTACHMENT A

## BID SCHEDULE

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
1.	500 Hours	Five Hundred Hours of Tree Work .....Per Hour		
<b>Bid Alternates</b>				
2.	1 Day	Crew – 2 Person/8 Hr Day .....Per Day		
3.	1 Day	Crew – 3 Person/8 Hr Day .....Per Day		
4.	1 Day	Crew – 4 Person/8 Hr Day .....Per Day		
5.	1 Day	95’ Crane with Operator/Day .....Per Day		
6.	1 Day	Emergency Resp 3 Person/8 Hr Day .....Per Day		
7.	1 Each	Grid Pruning (300 minimum) .....Per Each		
8.	1 Hour	Watering Services per Hour .....Per Hour		
9.	1 Hour	Stump Removal .....Per Hour		
10.	1 Hour	Tree Pruning per Hour .....Per Hour		
11.	1 Each	Planting 24” Box Tree .....Per Each		
12.	1 Each	Planting 15 Gallon Tree .....Per Each		

# ATTACHMENT A

## MEASUREMENT AND PAYMENT OF BID ITEMS

SCOPE. This section defines the bid items noted in the Bid Schedule, and describes measurement and payment provisions for each of the bid items.

Payment for all items of the Bid Schedule whether lump sum or unit price shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

- 1.1 500 Hours of Tree Work BID ITEM NO. 1
- Watering Services per Hour BID ITEM NO. 8
- Stump Removal BID ITEM NO. 9
- Tree Pruning per Hour BID ITEM NO. 10

1.1.01 Measurement shall be made for the above items.

1.1.02 Payment for these items of work will be made at the per Hour price named in the Bid Schedule, which prices shall constitute full compensation for completion of these items of work as defined within these Contract Documents with the sole exception of the payments to be made as defined herein for the other bid items in the Bid Schedule. The WORK shall include all of the work as necessary for completion of the **CITY OF ESCONDIDO**.

- 1.2 Crew – 2 Person/8 Hr Day BID ITEM NO. 2
- Crew – 3 Person/8 Hr Day BID ITEM NO. 3
- Crew – 4 Person/8 Hr Day BID ITEM NO. 4
- 95' Crane with Operator/Day BID ITEM NO. 5
- Emergency Resp 3 Person/8Hr Day BID ITEM NO. 6

1.2.01 Measurement shall be made for this item per Day.

1.2.02 Payment for these items of work will be made at the per Day price named in the Bid Schedule, which prices shall constitute full compensation for completion of these items of work as defined within these Contract Documents with the sole exception of the payments to be made as defined herein for the other bid items in the Bid Schedule. The WORK shall include all of the work as necessary for completion of the **CITY OF ESCONDIDO**.

# ATTACHMENT A

- 1.3 Grid Pruning (300 minimum) BID ITEM NO. 7  
Planting 24" Box Tree BID ITEM NO. 11  
Planting 15 Gallon Tree BID ITEM NO. 12

1.3.01 Measurement shall be made for this item per Each.

1.3.02 Payment for these items of work will be made at the per Each price named in the Bid Schedule, which prices shall constitute full compensation for completion of these items of work as defined within these Contract Documents with the sole exception of the payments to be made as defined herein for the other bid items in the Bid Schedule. The WORK shall include all of the work as necessary for completion of the **CITY OF ESCONDIDO**.

- 2. **LIQUIDATED DAMAGES.** Liquidated damages may be assessed to the contractor if the scope is not completed within the **twenty (20) working days** of notice from City of Escondido.

### **Liquidated Damages Schedule:**

If the overall project is delayed one (1) calendar day or more, the rate shall be \$200/day.

Acknowledged:

\_\_\_\_\_   
Initials of Principal

## BID DOCUMENTS AND OTHER PROVISIONS

### CHANGE OF CONTRACT PRICE

All work shall be in accordance with the Bid Documents as submitted by the Contractor, as well as the Change of Contract provisions provided in Attachment B, which is attached and incorporated herein by reference.

### **3. PAYMENT**

Payment for all items shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in this contract, and all costs shall be included in the price provided.

# ATTACHMENT A

## **4. OTHER PROVISIONS**

### **CHANGE OF CONTRACT PRICE**

#### GENERAL

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities, and obligations whether implied, inferred or express, assigned to or undertaken by the CONTRACTOR to complete the work shall be at its expense without change in the Contract Price.

The Contract Price may only be changed by a City of Escondido-approved Change Order. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following three ways:

1. UNIT PRICES.
2. AGREED UPON LUMP SUM.
3. COST OF WORK.

These three methods are discussed in detail in, Article 11, which has been attached and incorporated by reference. (Attachment B)

AGREED ENTITLEMENT. When the City is in agreement regarding entitlement due the CONTRACTOR on a particular issue that the CONTRACTOR has brought to the attention of the City with a notice, and finds that there is a clear entitlement for additional compensation, the CONTRACTOR and the City will choose a method to be used for calculating the value of the extra work from the three methods described in Article 11.1.B.1, 2, or 3 of the General Provisions.

For “CONSTRUCTION CLAIMS, WAIVER, AND RELEASE FORMS, DISPUTES, FALSE CLAIMS ACT.” See Article 16, which has been attached and incorporated by reference. (Attachment E)

## **5. ADDITIONAL ATTACHMENTS**

Attachment B: Article 11 – Change of Contract Price

Attachment C: Article 13 – Inspections and Tests; Correction, Removal, or Acceptance of Defective Work

Attachment D: Article 14 – Payments to Contractor, Retention and Completion

Attachment E: Article 16 – Construction Claims, Waiver and Release Forms, Disputes, False Claims Act

Attachment F: Article 17 – Miscellaneous