

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090034-24-C

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090034-24-C, As-Needed Tree Maintenance and Tree Planting Services for Streets Rights of Way (Contractor).

RECITALS

On or about April 25, 2024 City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide tree maintenance and tree planting services for street rights of way as further described in the Scope of Work, attached hereto as Exhibit B.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C. In any conflict between the General Contract Terms and Provisions and the Scope of Work in Exhibit B, the requirements of the Scope of Work in Exhibit B shall control.

1.3 Contract Administrator. The Transportation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

BRIAN WIDENER, CITY FORESTER
2781 CAMINITO CHOLLAS, MS 44
(619) 527-8050
BWIDENER@SANDIEGO.GOV

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year periods. This option shall be automatically exercised unless the City notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the City does not intend to extend the Agreement. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

ORIGINAL

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$11,170,000.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the services to be provided. Contractor will provide any services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Scope of Work in Exhibit B
- 3rd The Contract terms, incorporating the City's General Contract Terms and Provisions.
- 4th The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any.
- 5th Contractor's Pricing

ORIGINAL

Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.4 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Atlas Environmental Services Inc.

Proposer

9032 Olive Drive

Street Address

San Diego

City

619-954-6188

Telephone No.

jeff@atlastree.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:

Print Name:

Chief Financial Officer

Date Signed

BY:

Jeff Bruhn

Jeff Bruhn (Jul 25, 2024 21:46 EDT)

Signature of
Proposer's Authorized
Representative

Jeff Bruhn

Print Name

President

Title

Jul 25, 2024

Date

Approved as to form this 30th day of

SEPTEMBER, 2024.
MARA W. ELLIOTT, City Attorney

BY:

Deputy City Attorney

R-315716

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's Response to RFP including Pricing Page for Services by Lot. Proposers are required to provide Pricing Pages for all Lot(s) they are proposing on and will only be considered for a Lot which the Proposer provides a Pricing Page for. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City has identified two Lots where the provision of tree maintenance services is needed. The Lots are described in the Scope of Work section (A)(2) of Exhibit B and are identified on the Tree Maintenance Lot Map attached as Appendix F. The City desires to award at least one contract for services for each Lot. The City may also determine that awarding one contract for both Lots provides the best value to the City. Section D(3) below provides information on multiple awards, if the City determines awarding more than one contract per Lot provides the best value to the City. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. Upon direction from the City, each Contractor may act as a backup to the other in the event a Contractor is unable to perform the quantity of work issued by the City pursuant the Contract. Assignment of Contract Work to a back-up Contractor will be at the sole discretion of the City. This is not an opportunity for a Contractor to opt-out of a Task.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Software Demonstration. The City will require the top three (3) proposers to interview and/or provide a software demonstration. Interviews and/or software demonstrations will be made to the Evaluation Committee to clarify the proposals and to answer any questions. The determination of the top three proposers will be based on the subtotal of scores from sections A-D of the Evaluation Criteria. The interviews and/or software demonstrations will be scored as part of the selection process. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person as directed by the City. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
<ul style="list-style-type: none"> 1. Requested information included and thoroughness of response. 2. Licenses and certifications. 3. Acceptance to terms and conditions such as insurance and general provisions. 	
B. Firms Capability, Experience and Staffing Plan	25
<ul style="list-style-type: none"> 1. The extent to which the proposer’s organization, experience and proposed staffing support goals and objectives. 2. Firm’s capability to perform work within the requested response time. 3. Clearly defined Roles/Responsibilities of personnel. 4. Firm’s and Subcontractors’ relevant experience with scope of services similar in size and nature as Exhibit B Scope of Work 5. Reference Checks 	
C. Technical Approach to the RFP.	35
<ul style="list-style-type: none"> 1. Understanding of the project and ability to provide services effectively and efficiently per the scope of work. 2. Firm’s availability and scheduling procedure. 3. Technical Aspects with use of industry BMPs and ANSI standards. 4. Firm’s ability to accommodate specific scheduling requirements. 5. Firm’s customer service and support plan such as customer service representatives, communication channels and responsiveness to inquiries or issues. 6. Firm’s technology and innovation solutions. 	
D. Price.	10
E. Mandatory Interview/Software Demonstration (if held pursuant to Section 3.3 above) at no cost to the City.	15
<ul style="list-style-type: none"> 1. Software Demonstation 2. Thoroughness and Clarity of Presentation 	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

2. **Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. **PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. **SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. **Reserved.**

5. **Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. GENERAL SPECIFICATIONS

1. SCOPE

Complete tree maintenance and planting services include but are not limited to: shade tree pruning, palm tree pruning, tree removal, root pruning, installation of root barrier, stump grinding, tree planting, tree watering, and Technical Services for City of San Diego's Transportation Department as specified herein. During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor, and materials necessary for performing service according to the following specifications.

Under this Contract, the Contractor will be participating in the City of San Diego's federal grant funded project named Ready, Set, Grow. The grant funding requirements are included in Exhibit F. This project will focus on planting trees in predetermined areas of San Diego. An estimate of number of trees the City plans to plant annually under this project has been added to the price schedule (Appendix G). This contract does not preclude the City from hiring other contractors as needed to perform services as part of the Ready, Set, Grow project. The scope of services to be provided as part of Ready, Set, Grow are included within the following specifications.

2. CONTRACT SITE LOCATIONS

Sites to be maintained under the terms of this Contract are located in the public right-of-way and under the jurisdiction of the City of San Diego Transportation Department. The Contract Administrator may direct the Contractor to perform work on other City-owned properties, trees in the right-of-way, or private trees that may impact the right-of-way, or emergency work or where any tree may pose an immediate risk to life or property.

Tree Maintenance Lot A covers Council Districts 1, 5, 6, and 7.

Tree Maintenance Lot B covers Council Districts 2, 3, 4, 8, and 9.

See Appendix F – Tree Maintenance Lot Map.

Some trees in the City of San Diego Right of Way are maintained by Maintenance Assessment Districts and are excluded from this contract. Maintenance Assessment Engineer Reports can be found at <https://www.sandiego.gov/park-and-recreation/general-info/mads>.

3. QUALITY OF WORK

All work shall be performed in accordance with International Society of Arboriculture (ISA) Best Management Practices (BMPs) and ANSI A300 and Z133 standards for tree care and tree worker safety. The Contract Administrator shall

periodically inspect all service operations and approve or reject the work performed and methods or materials used based on these standards and any applicable City municipal codes and policies.

4. REFERENCE/QUALIFICATIONS

Bidders are required to demonstrate successful performance of tree maintenance work of similar size and scope as required of this Contract in the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work of this Contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

- Bidder's Statement of Available Equipment, specifying what equipment is available locally, within 200 miles, at time of bid.
- Bidder must provide a copy of the most recent experience modification worksheet issued to them by the California Workers' Compensation Bureau (WCIRB).
- Bidders Statement of intent on which Lot(s) are covered under the bid
- Bidder's Statement of Experience in Tree Inventory and Relatable software.

5. CONTRACTOR'S RESPONSIBILITIES

a. Company Representative

A company representative, authorized to discuss matters related to this contract, must be available during normal business hours, 7:00 a.m. to 5:00 p.m. Monday through Friday. All calls from the Contract Administrator shall be returned within a one (1) hour period.

b. Urgent Service Calls

The Contractor shall have the capability to receive and respond immediately to calls of an urgent nature during normal working hours and outside of normal working hours. Calls of an urgent nature received by the Contract Administrator shall be referred to the Contractor for immediate disposition.

Urgent calls relating to tree service shall be referred to the Contractor. A twenty-four (24) hour After Hours and urgent telephone number shall be provided by the Contractor for this purpose.

c. Safe Sidewalks Support Services

The Contractor will, at the direction of a member of the City of San Diego's Safe Sidewalks program, be required to remove trees located on private property. This work will be performed under limited circumstances and will

be separate from services performed under the direction of other Transportation Department staff. Members of the City's Safe Sidewalks program will be responsible for getting approval from the property owner before assigning trees to the Contractor for removal. Private tree removals under this project will be charged at an hourly crew rental rate (Appendix G) and will be invoiced independently of other tree maintenance services.

d. Reporting of Damages

Contractor's personnel will immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Contract Administrator. See Section 5.3 of the City General Contract Terms and Provisions.

e. Staffing

1) Contractor(s) and/or subcontractor(s) staff shall include the following skilled personnel:

- Certified Arborists
- Certified Tree Workers
- Truck Driver/ Laborers
- Laborer
- Biologist
- Certified Line Clearance Trimmer
- Crane Operator
- Traffic Control

2) Supervision

See Section 5.14.1 of the City General Contract Terms and Provisions.

A minimum of one (1) qualified field supervisor, who is also an ISA (International Society of Arboriculture) Certified Tree Worker, shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified under the contract. The field supervisor must have at least three (3) years of experience with tree service. A resume of the field supervisor/Certified Tree Worker must be submitted upon request. Payroll records may be utilized to verify experience. The field supervisor must be employed by the successful Proposer at the time this contract is awarded. Any changes in field supervisor must be submitted in writing to the Contract Administrator within one week of start date. Certified Tree Workers are included in the cost of performing all tree maintenance.

f. Uniforms

The Contractor will furnish their employees with appropriate safety equipment with identifiable company logo.

g. Vehicles

All vehicles used in operation of services under the scope of this contract shall have the company logo on the vehicle, visible to the public.

h. Removal of Employee

See City's General Contract Terms and Provisions section 5.14.3.

i. Communication Skills

Contractor shall ensure that all on-site supervisors/Certified Tree Workers can communicate in English both verbally and in writing. Supervisor will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

j. Safety Requirements

All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA, CalOSHA and ANSI Z133 standards. The Contract Administrator will notify the Contractor immediately if unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

k. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Contract Administrator.

l. Hazardous Wastes Disposal Procedure

In all areas covered by this Contract, the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- 1) Cordon off the area where the material has been found, to the extent possible.
- 2) Immediately call 9-1-1 (Fire Department) and provide all relevant information possible:
 - i. Finder's name and company;
 - ii. Specific location of material;
 - iii. Try to determine:

- Number, size, and types of containers
 - Description of labels
 - Spillage to soil, pavement, water
 - Description: solid, liquid, color
 - Any danger to public
- 3) Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
 - 4) Remain at site until the Fire Department arrives.
 - 5) Do not move, touch, or sniff any of the material.

m. Litter

The Contractor shall promptly remove all debris generated by Contractor's tree maintenance services. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment.

Contract Administrator, or other authorized City staff, shall have sole discretion to approve the adequacy of the clean-up or to require Contractor to perform additional debris removal. The Contractor shall return to any site deemed to have inadequate clean-up and pick up any debris to City staff's standards.

Contractor shall be responsible for the proper handling and disposal of all green waste generated during the performance of the services outlined in this agreement. Contractor shall ensure that all green waste, including but not limited to yard trimmings, leaves, grass clippings, tree trunks, and tree branches, are collected and transported to an authorized recycling facility for processing. Contractor shall provide evidence of such recycling to the satisfaction of the City upon request. Green waste from palm species including but not limited to fronds, trunks, and fruits may be excluded from recycling requirement if no suitable disposal facility can be arranged.

For required handling and disposal of green waste of infectious and diseased green waste see Section 6 of TREE MAINTENANCE SPECIFICATIONS, INSPECTION, DISEASE AND PEST IDENTIFICATION.

Disposal of all green waste shall be performed by the Contractor at no additional cost to the City and in compliance with applicable State and Local laws.

n. Materials

Contractor materials and equipment on site shall not be stored on, upon, or

against any parts of the tree, tree roots or within the path of travel for pedestrians

6. REPORTS

- a. The Contractor will assist, at no cost to the City, with the preparation of various reports concerning the City's tree inventory, maintenance services, planting program and/or tree policies. These reports may be produced for the City Council and/or various Commissions or Committees. The frequency of reports may be requested annually, semi-annually or quarterly.

7. PRIOR TO COMMENCEMENT OF WORK

- a. Contractor will attend a pre-job meeting with City staff to discuss the City's criteria with regard to all tree attributes to be collected, scheduling and location of fieldwork, tree maintenance and protection requirements, and tree planting requirements.
- b. The City will be divided into blocks, grids, districts, community areas or zip code areas for more efficient management of data collection. For the purpose of updating the City's tree maintenance data, the City may provide copies of the following:
 - 1) X, Y coordinates of the known tree locations
 - 2) Easement Maps
 - 3) Tree IDs of the known tree locations
 - 4) Possible access to the City's asset management program
 - 5) Tree Ordinance
 - 6) Additional information pertaining to City trees
 - 7) Tree Maintenance Schedule
 - 8) Additional information pertaining to City's GIS system

8. Contractor will complete a Traffic Control Plan/Permit (Appendix A) when applicable.

9. TREE MAINTENANCE DATA COLLECTION

- a. Contractor shall perform tree data collection and provide a cursory tree evaluation under the supervision of an ISA Certified Arborist. This data collection and evaluation under the supervision of an ISA Certified Arborist shall be included under the cost of all tree work.
- b. Each month during the term of the contract, the Contractor, at no additional cost to the City, shall provide City with a complete list of all sites completed, including collected data information. The complete list is to be turned in with each monthly invoice by the 10th calendar day of each month. The format of the list shall be determined by the City.

c. Attributes to be collected by field personnel shall include, but is not limited to:

- 1) Tree Number
- 2) Council District
- 3) Planning Community
- 4) Zip Code
- 5) Street
- 6) Location by Address
 - Tree address
 - Tree location: F = front, S= side, B= back
 - Location by GIS, x, y State Plane Coordinate
 - Species by botanical name and common name
 - Tree diameter to nearest 2-inches
 - Tree height
 - Existing overhead utilities
 - Planting strip width/Tree well dimension
 - Tree location type (strip, well, backside, etc.)
 - Tree condition
 - Stump diameter

10. TREE MANAGEMENT SOFTWARE

Data will be collected at sub-meter accuracy of every tree point location for every tree that is maintained or newly planted by the contractor. All data processing shall be included as part of the cost to maintain the tree.

The Contractor shall utilize an internal or licensed software from a third party vendor that is designed to manage tree maintenance operations. The City's street tree inventory will be uploaded into the proposer's computer software program for long-term management of tree data by the contractor. The software will be able to print reports, tables, graphical data, and reports must be able to export into a Microsoft Excel or CSV file format. The Contractor will ensure that the inventory software program will integrate with the City's GIS database, and the City will have access to the contractor's software program, or the City may request the contractor to use the City's asset management software to track and update tree work in the field.

The Contractor will update the work of each tree that is planted, maintained, or removed, and the Contractor shall provide live service to monitor progress of the

tree work. The City will be able to review the data collected both in tabular form and mapping form. The software must include a mobile application for field use that is compatible with both iPhone and Android mobile devices. All data must reflect live data as it exists in the software program.

Each month, the Street Tree Data shall be consolidated and delivered as a single geodatabase that is compatible with the City's SAP enterprise asset management software as well as compatible with ESRI ArcView software, which will be incorporated into the City's maintenance management tracking program. The geodatabase is to be delivered along with the invoice by the 10th calendar day of each month.

11. FAILURE TO PERFORM SATISFACTORILY

See Section 4.3 and Section 4.5 of the City General Contract Terms and Provisions.

The City shall provide inspection of the work area to ensure that service is adequate and that all work complies with these specifications. Discrepancies and deficiencies will be noted on quarterly contract compliance plans and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the contract compliance plan, the City may withhold payment and/or proceed with termination of the contract. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein. See Quarterly Contract Compliance Plan in Appendix E.

12. CONTRACT COMPLIANCE PLAN

Each quarter the Contract Administrator will meet with the Contractor to go over the Contract Compliance Plan (CCP). The CCP will contain a cover sheet of benchmarks and deadlines that are to be met throughout the contract year. The contractor will be expected to satisfactorily meet these deadlines each quarter. The Contract Administrator will list work discrepancies that need adjustment by a set time period. The contract manager will highlight the progress of the contractor's work during the quarter. See Appendix E for this contract's compliance plan.

13. INVOICING AND PAYMENT

No more than one (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 10th of the following month work was performed. The invoice shall reference the purchase order number include a description of the work performed by location.

Hourly work performed by the contractor, shall only be for emergency work assignments and shall have attached written authorization from Contract Administrator approving the work. Failure to do so will result in payment being withheld for such services. The Contractor shall not bill for work that is not performed.

Payment shall be made to the Contractor for all work performed to the satisfaction of the Contract Administrator within thirty (30) calendar days of invoicing by the Contractor.

Billing is to be by address and include tree species, Diameter at Standard Height for shade trees and height for palm trees, variety (botanical and common), prune/removal/planting or preservation date, condition, and appropriate data acceptable to the Contract Administrator. One combined work report, in a format that is acceptable to the Contract Administrator, shall be submitted with each invoice. Acceptable formats must include pdf, csv, and excel files.

14. **MINOR MODIFICATIONS AND/OR ADDITIONAL WORK**

- a. The City may modify these specifications with the joint approval of the Contractor and the City Purchasing Agent. All modifications shall be in writing.
- b. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal (Section F of Pricing Schedule).
- c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal (Section F of Pricing Schedule).

B. TREE MAINTENANCE SPECIFICATIONS

1. **SCOPE**

Provide complete tree maintenance services for the City of San Diego, Street Rights of Way as specified in this Exhibit B.

2. **DEFINITIONS**

a. **MISCELLANEOUS AS NEEDED SERVICES**

- 1) Services provided by the Contractor at an hourly rate. Miscellaneous as needed services includes tree work that does not fall within the improved right of way or on trees that are more than 20 feet away from street curb as measured from tree center. Miscellaneous as needed services are only assigned by the Contract Administrator as determined are necessary by Contract Administrator.

b. **BLOCK PRUNING**

- 1) Consists of a minimum of 200 palm trees or shade trees that are sent to the contractor to be pruned under the block pruning rate. Trees are to be on adjacent street blocks or within a single community plan area, zip code, or census tract.

c. **BUSINESS DAYS**

- 1) Monday through Friday, excluding City holidays. City holidays can be found here: <https://www.sandiego.gov/city-holidays>

d. EMERGENCY SERVICES

- 1) The Contract Administrator will assign emergency services work orders where the Contractor shall be onsite within an hour to provide such services. This work will be paid at the rates identified in Section G of the Pricing Schedules. Failure by the Contractor to be onsite within an hour of the assignment of an emergency services work order will result in the work being charged at the MISCELLANEOUS AS NEEDED SERVICE rate (Section F of Pricing Schedules). Tree work performed outside of normal working hours does not constitute emergency work unless identified as such by the Contract Administrator.

e. INSECTICIDE OR FUNGICIDE TREATMENT

- 1) Services including but not limited to the following: spraying, injection, soil drenching as necessary to reduce a potentially harmful pest or disease.

f. RIGGING

- 1) Tree rigging is the art of dismantling parts of or whole trees using ropes, blocks and pulleys. It can range from large pieces of timber to awkwardly shaped branches and tight drop zones where damage must either be kept to a minimum or eliminated entirely. Tree work that requires rigging shall be billed under the appropriate, standard line-item rate.

g. STAGING AREA or YARD

- 1) A staging area or yard is a physical location used for the storage of construction related equipment and materials such as vehicles and stockpiles. It is the sole responsibility for the contractor to maintain their own staging areas/yards, and the City of San Diego is not responsible for these locations or liable for them. The contractor is solely responsible for locating, purchasing or leasing their own staging areas/yards. The City of San Diego will not assist in finding suitable locations. Staging of equipment, stockpiles and tools in not allowed within the right of way, unless permission is given by the contract manager for emergency work.

h. TREE CROWN

- 1) Upper part of a tree, measured from the lowest branch, including all the branches and foliage

i. TREE FOLIAGE

- 1) All collective leaves of the tree.

3. SCHEDULING OF WORK

- a. Unless otherwise specified, Normal business hours shall be Monday through Friday from 7:00 a.m. and 5:00 p.m. No emergency or urgent rate shall be charged during these hours. Redeployment of tree crews from one job to a higher priority job in another part of the community shall not be considered

an emergency or urgent call. The Contract Administrator may grant, on an individual basis, permission to perform contract service at other hours. No service functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. unless approved in advanced by Contract Administrator.

- b. The Contractor shall conduct the work at all times in a manner which will not unreasonably cause interference with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. Work shall be performed and completed on one side of the street only, before performing and completing work on the opposite side of the street.
- c. Upon direction from the City, each Contractor may act as a backup to the other in the event that a Contractor is unable to perform the quantity of work issued by the City pursuant the Contract. Assignment of Contract Work to a back-up Contractor will be at the sole discretion of the City. This is not an opportunity for a Contractor to opt-out of a Task.
- d. The Task Order Form, provided by the City, must be completed and submitted to the Contract Administrator prior to the commencement of work on this Contract. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately.
- e. In the event the Contractor is unable to perform a Task, the Contractor shall notify the City and provide sufficient justification as to the reason(s) it cannot perform the Task. Justification shall be submitted to the City promptly after the Task is issued to the Contractor, but no later than ten (10) business days after issuance. The City will review the justification and make a final determination within ten (10) business days.
- f. The Contractor acting as the back-up shall then perform that Task Order using the quoted prices from its own Contract. The back-up Contractor may decline to accept the Task Order by notifying the City and providing sufficient justification as to the reasons it cannot perform the Task. Justification shall be submitted to the City promptly after the Task is issued to the Contractor but no later than ten (10) business days after issuance.
- g. Work assigned for normal business hours shall be completed within seven (7) business days after receipt of work assignment unless mutually agreed upon by both parties. When the Contract Administrator assigns block pruning to the contractor, the work shall be completed within sixty-five (65) business days after work assignment unless mutually agreed upon by both parties. The contractor shall coordinate all scheduling of work with the Contract Administrator and shall notify the Contract Administrator twenty-four (24) hours in advance of the start date and location of any assigned work.
- h. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately. This schedule shall include routine work as well as infrequent operations as may be required.

- i. The Contractor shall send before and after photographs as well as start and end times with the Contract Administrator for all emergency services.

- j. Local Office and Business Hours:

The Contractor shall maintain a local office within San Diego County with a competent company representative who can be reached during normal business hours and who is authorized to discuss matters pertaining to this Contract with the Contract Administrator. An answering service in conjunction with the pager for the designated company representative is not sufficient to fulfill this requirement. A mobile telephone also shall not fulfill the requirement for a local office. All calls from the Contract Administrator or designated appointee(s) shall be returned within a one (1) hour period. It is the sole responsibility of the contractor to maintain and lease staging yards for all equipment and materials. The City of San Diego will not provide space for a staging yard.

4. PUBLIC INTERACTION

- a. Contractors shall work with members of the public and property owners in a professional manner.
- b. If a member of the public or private property owner becomes unruly or disrespectful while discussing the work, Contractor shall disengage from conversation and alert Contract Administrator immediately. Contract Administrator shall handle discussion(s) from that point forward.
- c. Contractor shall keep all materials and equipment off private property. Contractor must direct all limbs/fronds/tree parts onto the public right-of way when performing tree care, and avoid tree parts from landing on private property. Additional rates shall not be charged by the Contractor to safely direct tree material away from private property.
- d. If a member of the public attempts to interact with the Contractor in an active work zone, Contractor shall notify the Contract Administrator immediately if their presence creates a safety risk. If the member of the public refuses to leave the work site, then the Contractor's personnel shall immediately leave the work site, proceed to an alternate work site, and notify the Contract Administrator immediately.
- e. In instances where fallen tree limbs or trunks have impacted private property, Contractor may need to move private property (fences, chairs, tables, etc.) in order to conduct tree removal work.

5. METHOD OF PERFORMING WORK

- a. Shade Tree Pruning

All trees shall be maintained in their natural shapes. Pruning shall follow A.N.S.I. A300 Standards and be performed in such a manner as to promote the

best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Contract Administrator. Trees shall not be topped or shaped into balls. Drop crotch work shall be done only when directed or approved by Contract Administrator.

- 1) Good horticultural and safety practices shall be used at all times for tree pruning. No formal pruning or shearing shall be permitted without written authorization from the Contract Administrator.
- 2) The Contractor shall bring to the attention of the Contract Administrator within twenty-four (24) hours any tree that shows any signs of cracking branch collars, root heaving or leaning, or is in any manner a safety hazard. The Contractor shall be responsible for the complete removal of those trees as authorized by the Contract Administrator.
- 3) All trees shall be pruned per specifications or as directed by the Contract Administrator.
- 4) Pruning shall require removal of low branches overhanging residential streets to a height above the street grade of fourteen (14) feet unless otherwise directed. Low branches overhanging sidewalks shall be pruned to a height of eight (8) feet. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent, unless otherwise directed. Any work prescribed by City staff shall be completed under the appropriate tree pruning line item, regardless of size of tree, equipment required, traffic control required, or other requirements to complete the work.
- 5) At the direction of the Contract Administrator, tree pruning shall include the removal of all dead, broken, diseased, insect-infested branches and stubs larger than one-half (1/2) inch in diameter throughout the tree. Exceptions may be made for specific species.
- 6) Prune end branches to lighten end weights where such overburden appears likely to cause breakage of limbs. Remove crossing limbs and water sprouts (suckers).
- 7) Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wound with callous growth. This requires that the wound be as small as practicable, that the cut be reasonably flush within the branch bark collar, and that the cambium tissues at the edge of the cut be alive and healthy. Extremely flush cuts which produce large wounds and weaken the tree at the cut shall not be made.
- 8) Pruning and cutting tools shall be maintained sharpened to a condition which results in leaving a un-abraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials by using rubbing alcohol, chlorine solution or other acceptable cleaning solution

- 9) The use of climbing spurs or spike shoes shall not be permitted except for removals or as approved by the Contract Administrator.
- 10) Pruning of the trees shall provide adequate clearance from streetlights (5 feet radial clearance) and signs.
- 11) Prune tree limbs to provide minimum of five (5) feet of clearance of canopy from all adjacent structures.
- 12) "Lion Tailing" of limbs of trees shall not be permitted.
- 13) Trees shall be pruned in such a manner to promote a strong central leader.
- 14) Smaller trees encountered with stakes and ties shall be pruned to promote an upward strong central leader and, if stable, shall have stakes and ties removed. Contractor shall replace broken or missing stakes to unstable smaller trees.
- 15) The Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the Contractor shall notify San Diego Gas & Electric or the appropriate utility. Work shall then commence in accordance with instructions from the utility company. Contractor shall notify Contract Administrator of such occurrences that may affect scheduling of work.
- 16) No more than twenty percent (20%) of the crown shall be removed within an annual growing season. The percentage of the crown removed shall be adjusted according to age, health, and species considerations. Stressed trees are less tolerant of pruning and leaf area, and removal should be minimal. In cases where more than twenty percent (20%) of the crown needs to be removed, such as to reduce the potential for structural failure, a qualified arborist shall make an assessment of the amount of pruning needed address the tree structure. When possible, such pruning should be minimal on species prone to water sprout development. For such species, pruning during the summer months may reduce the potential for water sprout development. For species susceptible to sunburn injury, pruning shall not expose bark tissue of the trunk and scaffold branches to sunlight levels that lead to injury.
- 17) Topping is not an acceptable pruning practice.
- 18) In order to safely remove large limbs from a tree without damaging structures, vehicles or landscaping, the contractor may be required to use tree limb rigging techniques to safely remove and lower limbs down to the ground. The Contract Administrator may direct the Contractor to use this method at no additional cost to the work being performed.

b. Palm Pruning

- 1) Queen Palms (*Syagrus Romanzoffiana*): Removal of all dead fronds, loose petioles, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crown shaft of the palm. Loose petioles are those which may be removed by pulling with reasonable force. When properly pruned, the lowest remaining fronds shall be live and not below horizontal tree pruning.
- 2) Fan Palms (*Brahea*, *Erythea*, *Washingtonia*, *Filifera* and subsequent Hybrids): Removal of all dead fronds, necessary live fronds, loose wraps, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly pruned, the lowest remaining fronds shall be live and horizontal.
- 3) Date Palms (*Phoenix Canariensis* Canary Island Date Palm, *Phoenix Dactylifera* and *Phoenix Reclinata*): Removal of all dead fronds, necessary live fronds, tips of old butt stubs four (4) inches or longer, flower spikes, seed stalks, seed clusters, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly pruned, the lowest remaining fronds shall be live and horizontal. Any remaining seed clusters, sheaths, flower spikes and flower buds that do not hang out at the lower most two (2) rows of fronds must be left intact. Butts cut from Date Palms shall be cut close and perpendicular to the base of the frond. At the request of the City, the contractor shall prune Date Palms outside of standard scope at no additional cost.
- 4) Palm skinning (shaving) should consist of the removal of the dead frond bases only, at the point they make contact with the trunk without damaging living trunk tissue. Palm skinning is separate from standard palm trimming operations. Palm skinning is only to be performed at the direction of the Contract Administrator.
- 5) To control the spread of disease the following shall be practiced for pruning all Palm Species unless otherwise specified by the Contract Administrator:

Palm pruning should be limited to the removal of dead, broken, and strongly chlorotic fronds. Live, healthy fronds should not be removed. Fronds should be severed close to the petiole base without damaging living trunk tissue. Palm fruit, flowers, and loose petiole bases shall be removed without causing damage to the parent tree. A disinfectant (such as Clorox or rubbing alcohol) shall be used on all Palm pruning tools before and after pruning individual trees unless otherwise specified by the Contract Administrator. Climbing spikes or spurs shall not be used to climb palms for pruning.

6) Overhead Utility Lines

Contractor shall prune all palms adjacent to energized power

transmission lines in accordance with the appropriate California safety regulations for line clearance operations. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event aerial utility wires present a hazard to Contractor's personnel or others near the work site, work is to immediately cease and the Contractor shall notify San Diego Gas and Electric at (800) 611-7343, as well as the Contract Administrator. Work shall then commence in accordance with instructions from the utility company and Contract Administrator.

7) **Minimum Height for Palms to be Pruned**

Contractor shall not prune any palm with less than eight (8) feet of brown trunk.

- 8) All palm pruning shall be at the 1 to 3 years growth rate, unless specified in writing by the Contract Administrator that the over 3 years growth rate is to be used to complete the work. Palms that have been pruned within 1 year and may have recent seed growth shall not be pruned unless approved by Contract Administrator. Permission to use the over 3 years growth rate must be received by the contractor in writing before any work begins on the palm tree. Over 3 years of palm growth will be determined by the Contract Administrator based on live and dead fronds found on tree.

c) **Milling Specifications**

In an effort to reduce waste from the urban forest, the City may require the Contractor to mill suitable logs from tree removals and create usable lumber. The benefit of diverting green waste from landfills and creating a useful wood product is environmentally conscious and provides alternative wood resources. The goals are to have the City of San Diego receive a usable wood product at a minimal expense, and the Contractor to divert dumping fees, both as a step toward environmental preservation. The method by which the Contractor will provide usable lumber is as follows:

- 1) Prior to the commencement of work, the Contractor and the City will meet to establish a criterion that determines which logs can be made into usable lumber. The criterion shall define tree species, sizing, and tree characteristics necessary for creating lumber.
- 2) Logs suitable for milling shall be those that have a caliper between 12" and 36" in diameter, with a length of a minimum of 4' and a maximum of 20' long, and be as vertically straight as possible. The City shall determine if a tree is not suitable for milling.
- 3) Logs shall be "clear," free of significant decay, and with minimal lateral branches and/or stubs.

- 4) The Contractor shall have the necessary equipment to remove the logs in these sizes (i.e., cranes, loaders, etc.).
- 5) Contractor shall be capable of salvaging tree logs designated by the Contract Administrator or designee for milling into lumber to be used as a recycled wood product and dried to a moisture content of 6-8% for use as furniture, interior wood, or for use at the City's discretion.
- 6) Milled logs shall be produced into lumber with a thickness of 4-8 quarters (4 quarters equals 1") or at a thickness designated by the City.
- 7) The lumber shall be kiln dried to the specifications requested by the City, typically 6-8% moisture content and shall be non-graded.
- 8) Milling operations shall be performed at the Contractor's site and delivered to the City's designated location between ninety (90) and one hundred eighty (180) calendar days.
- 9) The standard unit measure is a board foot. A board foot is a section 1" thick by 12" in width by 12" in length.
- 10) Payment shall be made based on a "per board foot" price and shall include all hauling and delivery charges.

d) Tree Removal/Stump Grinding/Backfilling Services

- 1) Removal of a tree shall include removing from the site (at the end of each work day) all trimmings, wood stumps, roots (4" or larger), surface roots, other vegetation, debris, and litter resulting from the Contractor's operation. Cut trees shall not be stacked for future pick-up and/or chipping.
- 2) Roots having a diameter of 4" or more shall be traced out and removed to a minimum of 2' from the stump crown. All roots 4" or more in diameter, the tops of which are 6" or less below the existing soil level, shall be considered a part of the stump and shall be removed, except where such removal is prevented by existing sidewalks, curbs, buildings, or other improvements.
- 3) Stumps shall be removed to a minimum of 15" below existing finish grade or at the depth approved by the Contract Administrator. Where the stump removal operation intercepts an in-service utility line, removal of the stump shall be made to the top of said utility line with the remaining portion of the stump, not obstructed by the utility line, removed to the required 15" minimum depth. No stump shall be left for more than one (1) day following removal and shall be secured with barricades and mounted flashes.
- 4) Payment for each stump removal will be based on the diameter of the stump by measuring the shortest diameter distance of the top and measuring the longest diameter distance of the top, adding both

measurements together and splitting the result by half to equal the final stump diameter. Trees with large buttress roots such as Moreton Bay Fig Tree (*Ficus macrocarpa*) may be approved for higher billing pending written permission by the Contract Administrator.

- 5) The felling of any tree in the public right of way, greater than six (6) inches in diameter for removal shall not be allowed unless approved by the Contract manager for emergency services. Tree removals may require large equipment such as cranes to safely remove the tree or by use of rigging techniques to disassemble a tree safely. The contract manager may direct the contractor to use a crane at any time for tree removal or tree limb removal. The use of a crane shall be included in the cost of a tree removal guided by the pricing page.
- 6) For public safety and to avoid significant risks to the right-of-way, the Contractor shall remove and properly dispose of all material generated by the removal operation including stump grinding, as required above. Where holes or depressions result from the removal of trees, stumps, shrubs, or palms, the Contractor shall supply standard clean top soil, backfill, and firmly tamp to compact finish grade, making a smooth transition to adjacent ground or pavement level as applicable. The holes shall be backfilled the same day any removal is accomplished, unless otherwise specified by the Contract Administrator.
- 7) Standard top soil shall be natural, friable, sandy loam soil, and shall be reasonable free from subsoil, clay lumps, brush, objectionable weeds, and other litter and shall be free from stones, stumps, and other objects larger than 1" in diameter, roots, toxic substances, and other materials or substances that might be harmful to plant growth or a hindrance to grading, planting and service operations. Standard top soil shall have a PH reading between 6.75 and 7.50 and salinity (EC rating) from one (1) to three (3) on the Solu-Bridge scale.
- 8) The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty service or negligence, as determined by the Contract Administrator. Replacement shall be made by the Contractor in the kind and size of tree determined by the Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Contract Administrator, using the latest Council of Tree & Landscape Appraisers (CTLA) trunk formula method guidelines for value determination.
- 9) All tree debris generated from removal shall be chipped and placed into a truck by the Contractor. Unless otherwise directed by the Contract Administrator all tree debris shall be removed from the job site and disposed of legally. Chipping directly into the open space shall be done only when authorized by the Contract Administrator. If any wood is not able to go through the chipper, Contractor shall be responsible for any fees associated with the disposal of such material. Cut and/or chipped wood

may be left at a location only upon authorization of the Contract Administrator.

- 10) Contractor shall contact underground DigAlert prior to any removal or stump grind that requires subsurface work and follow all DigAlert requirements as specified by State of California code §4216, including excavator responsibilities for street and sidewalk markouts to delineate work area.

e) Litter

Upon completion of each day's work, work site shall be swept "broom clean" and other areas, where practical, shall be raked clean. Non-recyclable debris and litter not chipped may be disposed of at the City of San Diego Landfill, or Contractor may dispose of said debris in another legal manner. If debris is disposed of at the City Landfill, Contractor must abide by the City regulations affecting said disposal. The Contractor shall be responsible for payment of all disposals and dump fees at no additional cost to the City. If Contractor disposes of debris in any other manner, Contractor shall abide by all, State and Local laws, and shall assume all liability for correct disposal. Methods of disposal must be approved by the Contract Administrator. The Contractor shall completely clean up all cuttings and debris resulting from the work daily. This shall include lunch debris.

f) Tree Preservation/Root Pruning

As needed by the Contract Administrator.

1) Root Pruning (sidewalk side)

- i. Contractor shall root prune the trees as noted in Appendix B and coordinate the scheduling within one (1) week of the concrete repair work start schedule.
- ii. Contractor is responsible for getting a utility mark-out prior to start of work.
- iii. Roots shall be cut following removal of the existing sidewalk and prior to installation of the new sidewalk.
- iv. Work includes cutting all roots necessary to a depth of twelve (12) inches along the edge of the new sidewalk for a distance of ten (10) linear feet. In cases where the sidewalk will not be replaced, roots shall be lineal cut no further than three (3) inches from edge of the existing sidewalk toward tree for a length of ten (10) linear feet.

2) Root Pruning (curb side)

- i. Contractor shall root prune the trees as noted in Appendix B and coordinate the scheduling within one (1) week of the concrete repair work start schedule.

- ii. Roots shall be cut following removal of the existing curb and prior to installation of the new curb when practical.
- iii. Contractor is responsible for getting a utility mark-out prior to start of work.
- iv. Work includes cutting all roots necessary to a depth of twenty-one (21) inches along the edge of the new curb line in order to provide a forming area for the new curb. This shall be done for a distance of ten (10) linear feet on the curb side of the tree. In cases where the curb will not be replaced, roots shall be lineal cut no further than three (3) inches from edge of the existing sidewalk toward tree for a length of ten (10) linear feet.

3) Root Barrier

The root guard shall be placed in the trench along the sidewalk or curb ten (10) linear feet as noted in Appendix C. Guard shall be made of polyethylene plastic and be 12 or 18 inches deep. Root barriers shall be installed per manufacturer's instructions.

4) Root Pruning/Barrier Equipment

All cuts shall be made with a root cutting machine such as Vermeer Corp. or equal which shall be approved by the Contract Administrator prior to use. Cuts shall be made clean and smooth as to cause minimum damage to the tree. Any shredded roots shall be cut clean to the nearest root node.

5) Scheduling work for Root Barrier/Pruning

- i. Contractor shall accomplish Root Barrier and Root Pruning work required between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and coordinate all scheduling with the Contract Administrator in order to ensure production schedules for concrete repairs coincide with tree service.
- ii. Upon award of contract, the Contract Administrator will provide the Contractor with a quarterly schedule of trees to be maintained during the contract period.
- iii. Contractor shall report to the Contract Administrator, in writing, by Monday's at 9:00 a.m., the count, species and location of all trees pruned, roots pruned, and barriers installed in the preceding week and work schedule for the current week. Any changes in scheduling shall be reported in writing to the Contract Administrator immediately.
- iv. Contractor shall conduct work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

- v. Contractor shall endeavor to maintain good public relations at all times and work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

f. Tree Planting

Contractor shall be responsible for the following:

- 1) Contractor shall use the City's Street Tree Selection Guide which provides a predetermine list of trees that can be planted in the City right of Way. The list can be found here: <http://www.sandiego.gov/trees>
- 2) Contractor shall be responsible for sourcing any species requested by the City. If a requested species is unavailable, Contractor shall provide written notice from three local nurseries showing available stock. Substitution of a planned tree species with another must be approved by the Contract Administrator before planting substitution species.
- 3) Contractor shall provide City with suitable door hangers to advise tree recipients of pending planting, and place hangers on doors before tree planting at the City's request, as well as provide door hangers to City staff to use at their discretion. City will provide language for door hanger upon award of contract.
- 4) Contractor shall provide City with biodegradable tree hanger that specifies species of tree planted and maintenance responsibilities and recommendations to the adjacent property owner.
- 5) Contractor shall contact underground DigAlert two (2) weeks prior to planting date and follow all DigAlert requirements as specified by State of California code §4216, including excavator responsibilities for street and sidewalk markouts to delineate markouts for new trees.
- 6) Contractor shall be responsible for ordering and supplying quality tree stock meeting California Department of Forestry standards as well as City standards per standard drawing Appendix D.
- 7) Contractor shall supply all labor, tree stakes, ties, mulch, and fertilizer to each tree site.
- 8) Contractor shall guarantee the quality of the tree stock and workmanship up to 90 days after installation of tree when the adjacent property owner has agreed to water the tree. If tree needs replacement due to poor quality or tree is dead, the contractor shall replace the tree no later than 180 days after initial installation. This shall be known as the guaranteed period for the tree. Contractor is responsible for removing trees that have died during guaranteed period at no cost to the City.
- 9) Contractor shall guarantee the quality of the tree stock and workmanship up to 365 days after installation of tree when the contractor is responsible for watering the tree. If tree needs replacement due to poor quality or tree

is dead, the contractor shall replace the tree no later than 450 days after initial installation. This shall be known as the guaranteed period for the tree. Contractor is responsible for removing trees that have died during guaranteed period at no cost to the City.

- 10) Planting locations shall include but will not be limited to: tree wells, tree lawns, back of sidewalk locations, open space, and parkland. The contractor shall plant trees in locations that contain the following material: soil, turf, artificial turf, gravel, rock gardens and tree grate locations that are not locked or bolted into place. The City of San Diego may choose to unbolt or unlock tree grates for new tree plantings and will coordinate with the contractor. The contractor may have to lift and remove an unbolted, unlocked tree grate in order to plant a new tree. Tree grate re-setting is required if grate is not damaged. Damaged tree grates may require disposal by the Contractor. All equipment and tools required to plant a tree and properly prepare a location shall be included in the cost of planting a tree. No additional charges for preparation of tree planting site shall be allowed.
- 11) Site preparation shall be required in planting locations, when those locations have existing ground cover vegetation such as weeds, grass and other ground vegetation such as iceplant. Site preparation shall create adequate spacing for a new tree. Minimum dimension for length of vegetation removal shall be at least six (6) feet in length.
- 12) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine canopy for broken branches. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged. Roots shall be shaved off all sides of the rootball to reduce circular and girdling roots in accordance to ANSI standards. Tree planting water retention basins may be permitted if directed by the Contract Administrator. If a water retention basin is to be built upon Contract Administrator direction, dimensions shall be no higher than 2" – 4" high and built at least one (1) foot away from tree center and no further than two (2) feet away from tree center. Immediately after planting, a layer of 1" to 2" of mulch shall be placed around the tree and at least two (2) feet extending from tree center when possible, mulch shall be kept six (6) inches away from tree center, and the tree shall be watered thoroughly immediately after planting is completed.
- 13) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (1/3") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- 14) Contractor shall provide GPS (X,Y) coordinates to the nearest one (1) meter of the location of the newly planted tree, tree species, adjacent

address, and any requested information to the City for every planted tree.

- 15) One (1) year after trees have been planted Contractor shall return to site to assess stability of tree. If after one (1) year, tree has established itself, Contractor shall remove tree stakes. If tree is still unstable after one (1) year, Contractor shall leave stakes in place and re-assess stability after one (1) more year has passed.
- 16) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day. Contractor shall remove excess soil from site.
- 17) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the latest version of the ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.
- 18) The contractor shall provide all delivery tickets of all new nursery stock that lists the nursery of origin, City, State and Zip.
- 19) Planting stock shall be watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fracture root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected.

g. Equipment

Contractor shall be responsible to bring all necessary equipment to each job site to complete the required work in a timely manner and in a neat and orderly fashion. No additional charges for necessary equipment shall be allowed and is already included in the cost of performing the work in accordance with the pricing pages in Appendix G.

- 1) Contractor(s) shall have camera equipment available to take and send photos and/or video of property damage caused by City trees that have fallen due to accidents, storms, etc. These photos should be taken at the Contract Administrator's request prior to clean up and removal of tree debris.
- 2) Other equipment required includes but is not limited to the below. Quantity of each shall be determined by the Contractor Administrator and may be required to perform Services as defined in Bid Specifications:
 - i. Lot A Minimum Equipment Requirements
 - One (1) tower truck with capability of ninety (90) foot reach shall be required in medians, rights-of-way, and at other sites where the trees can be reached without driving or parking on turf areas.
 - A minimum of one (1) 16-ton crane with minimum 110-foot reach available for use at all times (if requested by the Contract Administrator a crane shall be required for the removal of any branch 12" in diameter or larger).

- A minimum of one (1) stump grinder available for use at all times.
- A minimum of two (2) sets of climbing equipment to sufficiently and safely accommodate two (2) tree climbers for use at all times.
- Power chain saws.
- Hand pruners.
- A minimum of two (2) large, commercial brush chippers available for use at all times.
- A minimum of two (2) 1-1/2 ton trucks with enclosed box for hauling brush and chips.

ii. Lot B Minimum Equipment Requirements

- One (1) tower truck with capability of ninety (90) foot reach shall be required in medians, rights-of-way, and at other sites where the trees can be reached without driving or parking on turf areas.
- A minimum of one (1) 16-ton crane with minimum 110-foot reach available for use at all times (if requested by the Contract Administrator a crane shall be required for the removal of any branch 12" in diameter or larger).
- A minimum of two (2) stump grinders available for use at all times.
- A minimum of three (3) sets of climbing equipment to sufficiently and safely accommodate three (3) tree climbers for use at all times.
- Power chain saws.
- Hand pruners.
- A minimum of three (3) large, commercial brush chippers available for use at all times.
- A minimum of three (3) 1-1/2 ton trucks with enclosed box for hauling brush and chips.

- 3) All equipment shall be in good working condition at all times. Contractor shall provide, at Contractor's expense, plywood for use as necessary to prevent damage to areas including, but not limited to, turf areas, asphalt paving, concrete paving, decomposed granite, curbs, trails, parked vehicles, or private property. All damage caused by the Contractor's activities shall be repaired at the Contractor's expense. All repairs shall adhere to all City of San Diego Whitebook standards in the public right-of-way and/or as directed by the Contract Administrator.

h. Identification of Safety Concerns

- 1) As safety concerns are identified while working in the field, Contractor(s) shall report them immediately to the Contract Administrator.
- 2) Dial 9-1-1 if the safety concern is an emergency.

i. Worksite Maintenance

1) Areas Surrounding Worksite

The Contractor shall remove all generated debris from paved and unpaved

areas surrounding worksite. Any damage or repairs required shall be reported within twenty-four (24) hours to the Contract Administrator.

2) Traffic Control Plans

Contractor(s) shall have the ability to produce traffic control plans and submit plans to the City's Development Services Department in the event a permit is required per the Contract Administrator. A sample form is included at the end of the Request for Proposal, Appendix A.

Contractor shall use two (2) flaggers when working on roads with more than four (4) lanes of traffic or when removing shade trees with a diameter at standard height (DSH) of greater than twelve (12) inches or palms taller than twenty (20) feet tall.

No additional charges for traffic control shall be allowed.

j. "No Parking" Signage

The Contractor shall use only approved signs and post them on City property (parkway).

The Contractor shall be responsible for the following:

- 1) Post San Diego Police regulation "No Parking" signs that contain the following information:
 - i. "No Parking"
 - ii. The day and time (7:00 a.m. to 5:00 p.m.) of restriction; and
 - iii. The Contractor's name and phone number where they may be reached during normal business hours.
- 2) The Contractor shall post "No Parking" signs, twenty-four (24) hours in advance of commencing pruning, removal or tree planting work. Notify the San Diego Police Department, Traffic Division (619) 495-7800, of said posting.

No additional charges for delays in work due to parked vehicles shall be allowed.

6. INSPECTION, DISEASE AND PEST IDENTIFICATION

The Contractor shall regularly inspect all trees for presence of disease, pests, splits and breakages. The Contractor shall advise the Contract Administrator immediately if disease, insect, or rodent infestation is found; Contractor shall identify the damage, disease, insect, or rodent and recommend control measures that may be taken.

- a. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

- b. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer, South American Palm Weevil or other high priority pests/ pathogens as determined by the County. The Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site. This material must be taken to an offsite location that can take infested wood materials.

- c. No additional charges for disinfection or special handling shall be allowed.

7. PESTICIDE TREATMENT OF TREES

- a. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
- b. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
- c. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.
 - 1) Propiconazole
 - 2) Tebuconazole
 - 3) Thiabendazole
 - 4) Emamectin benzoate
 - 5) Imidacloprid
 - 6) Dinotefuran
 - 7) Bifenthrin
 - 8) Carbaryl

8. AVOID NESTING BIRDS DURING CONSTRUCTION AND TREE PRUNING

Inspect the area for active nests. Most birds conceal their nests carefully and will not be visible to the average observer; but they do give obvious clues of their whereabouts. There are several ways to detect bird nests:

- 1) Look on the ground for concentrations of white-colored droppings, then check the vegetation above.
- 2) As you walk through an area, look for birds flying out of vegetation close to you and intensely watching you; they may have a nest nearby.
- 3) Watch for birds that may be bringing nest material or food repeatedly to one place. Birds tend to place their nests just on the undersides of the tree canopy and where branches join together. If adult birds are observed flying to and from a nest, or sitting on a nest, it can be assumed that the nest is active.

With the exception of imminent tree or limb failure that would cause significant damage or injury to persons or property as determined by a City of San Diego arborist, tree pruning or tree removal must be stopped any time there are active nests observed in the tree. Keep watch on the active nest, and when the chicks have left the nest and activity is no longer observed around the nest, it is safe to continue pruning the tree. All stop in work due to nesting activity must immediately be reported to the Contract Administrator.

The Contract Administrator through a City of San Diego arborist may direct the contractor to continue the tree work based on the urgency of the issue, the arborist decision shall be considered final. No additional charges for delay in work or use of personnel or use of a service to relocate nests shall be allowed.

9. BEE NESTS

In the event a nest or hive is encountered during operations, Contractor shall report the location by street address immediately to the Contract Administrator. The City Contract Administrator will be responsible for addressing the bee nest.

C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.

Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000006871	06/30/25	Atlas Tree Service

D. LICENSES.

To perform the work described in this solicitation, proposers must hold a current C-49 State Contractor's License.

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing.

After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

The Contractor is required to have an International Society of Arboriculture (ISA) Certified Arborist available at all times. The Certified Arborist may be a working supervisor and may be required to be on site for the duration of tree work if requested by the Contract Administrator. No additional charges for required Certified Arborist shall be allowed.

The Contractor is required to have at least one International Society of Arboriculture (ISA) Certified Tree Worker on site at all times while performing work in trees. No additional charges for required certified tree worker shall be allowed.

The Contractor and/or Subcontractor must possess licenses and certification at the time of bid submittal as follows:

	License Number	Expiration Date	Name
C-49, State of California Contractor License	Class: No: 593660	05/31/26	Atlas Environmental Services, Inc. DBA Atlas Tree Service
International society of arboriculture (I.S.A.) Certified Arborist	WE-0728B	06/30/25	Ron Matranga
International Society of Arboriculture (I.S.A.) Certified Tree Worker	WE-13659T	12/31/24	Fredy Gonzalez-Ramirez
Certified Line Clearance Tree Trimmer	02482	04/13/27	Jorge Hernandez
International Society of Arboriculture Utility Specialist	WE-2158AU	06/30/25	Eric Franklin
Qualified Pesticide/Fungicide/Herbicide Applicator	QAL #163130	12/31/25	Gerardo Xalteno
Agricultural Pest Control Advisor (PCA) License	167097	12/31/24	Omar Herrera

E. CONTRACT ADMINISTRATOR. The Contract Administrator for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

Atlas Equipment List
As Of 4-01-2024

Atlas Equipment List
Rev. 4/2024

Vehicle	Year	Make	Model	License #	Vehicle ID #	Exp. Date	Reg. Exp.	GVW
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DUMP TRUCKS – All owned by Atlas – Quantity Available: 14 – Location Stored: Atlas Office/Lot, Spring Valley, CA

D-40	2000	Ford	F-450 (gas)	20636V1	1FDXF46S8YEE53645	29-Apr	2/28/2022	15000
D-43	2010	Freightliner	M2 106	70377X1	1FVACWDT6ADAP8660	16-Dec	12/31/2021	26000
D-44	2013	Freightliner	M2 106	63840S2	1FVACWDT6DHBX8495	30-Jun	6/30/2022	26000
D-45	2011	Ford	F-650 XL	05299U2	3FRNF6FCXBV448607	30-May	5/31/2022	26000
D-46	2014	Int.	Prostar	56546U3	3HSDJAPR3EN777951	30-Jun	6/30/2022	52000
D-47	2013	Freightliner	M2 106	56556U2	1FVACWDT5DDFB5001	30-Jun	10/31/2022	26000
D-48	2013	Freightliner	M2 106	56079U2	1FVACWDT1DHF6299	30-Jun	12/31/2021	26000
D-50	2021	Freightliner	M2 106	92265Y2	3ALACXFC6MDMJ8179	30-May	4/30/2022	35000
D-51	2021	Freightliner	M2 106	29893Z2	3ALACXFC2MDMJ8180	30-May	5/31/2022	35000
D-52	2021	Freightliner	M2 106	93021Z2	3ALACXFC4MDMJ8181	30-Jun	6/30/2022	35000
D-53	2021	Freightliner	M2 106	16449A3	3ALACXFC4MDMJ8178	30-Jun	6/30/2022	35000
D-54	2023	Mack	MD	32052T3	1M2MDAAA5PS071689	Temp	Temp	26000
D-55	2023	Mack	MD	25260X3	1M2MDAAA2PS071651	Temp	Temp	26000
D-56	2023	Mack	MD	11778Z3	1M2MDBAA3PS006636	Temp	Temp	26000

PICK-UP TRUCKS – All owned by Atlas – Quantity Available: 17 – Location Stored: Atlas Office/Lot, Spring Valley, CA

P-17	2001	Toyota	Tundra	6M64260	5TBRT341X1S158114	31-Dec	12/31/2021	N/A
P-18	2003	Toyota	Tacoma	53260M1	5TEGN92N13Z270890	31-Jul	7/31/2022	N/A
P-19	2003	Toyota	Tundra	34939Z1	5TBRT34123S394964	30-Jun	6/30/2022	N/A
P-20	2005	Toyota	Tundra	53255M1	5TBRT341X5S450901	26-Mar	3/31/2022	N/A
P-21	2006	Toyota	Tundra	34937Z1	5TBRT34186S480321	30-Nov	11/30/2022	N/A
P-22	2005	Toyota	Tundra	89264F2	5TBRT34125S451587	26-Mar	3/31/2022	N/A
P-23	2006	Toyota	Tundra	8P85144	5TBRT34186S467830	31-May	5/31/2022	N/A
P-24	2006	Toyota	Tundra	8P85145	5TBRT34146S467128	31-May	5/31/2022	N/A
P-25	2006	Toyota	Tundra	98984A2	5TBRT341X6S477288	30-Nov	11/30/2022	N/A
P-30	2009	Toyota	Tacoma	8V10154	3TMJU62NX9M085959	31-May	5/31/2022	N/A
P-31	2003	Toyota	Tundra	7C23484	5TBRT34143S354272	2/28/2022	2/28/2022	N/A
P-32	2006	Toyota	Tundra	8G62939	5TBRT34106S553533	30-Nov	11/30/2021	N/A
P-33	2003	Toyota	Tundra	00536Z1	5TBRT34123S340151	31-Oct	10/31/2021	N/A
P-34	2005	Toyota	Tundra	7W78008	5TBRT34195S469202	31-Jul	7/31/2022	N/A
P-36	2003	Toyota	Tundra	04462J2	5TBRT34103S426395	30-Jun	6/30/2022	N/A
P-37	2006	Toyota	Tundra	04461J2	5TBRT34156S516872	31-Mar	3/31/2022	N/A
P-38	2006	GMC	Sierra 4x4	03600T1	1GTHK23266F130859	30-Apr	4/30/2022	N/A

MANLIFTS – All owned by Atlas – Quantity Available: 9 – Location Stored: Atlas Office/Lot, Spring Valley, CA

M-19	2017	Frt/Terex	M2 106	57357G2	3ALACXDXHDJF4324	30-Mar	3/31/2022	30000
M-20	2008	Gmc/Terex	Topkick (Gas)	17519S2	1GDL7C1G08F412090	30-May	5/31/2022	26000
M-21	2008	Gmc/Altec	Topkick (Gas)	17834S2	1GDL7C1G48F411184	30-Jul	7/31/2022	26000
M-22	2008	Gmc/Altec	Topkick (Gas)	82256R2	1GDL7C1G88F412015	30-Mar	Out of Serv.	26000
M-23	2019	Frt/Terex	M2 106	00803U2	1FVACWFC8KHKS6635	30-Apr	4/30/2022	26000
M-24	2019	Frt/Terex	M2 106	89980S2	1FVACWFC2KHKS6629	30-May	5/31/2022	26000
M-25	2022	Frt/Terex	M2 106	83763G3	1FVACWFD2NHNA9668	May	6/30/2022	26000
M-26	2024	Frt/Terex72	M2 106	99115W3	1FVACWFD4RHUX7686	May	12/31/2024	26000
M-27	2024	Frt/Terex72	M2 106	11779Z3	1FVACWFD1RHVE5051	May	Temp	26000

CRANES – All owned by Atlas – Quantity Available: 2 – Location Stored: Atlas Office/Lot, Spring Valley, CA

Lift/Crane-2	2014	Peterbilt	MU 32Y	95274V1	2NP3LJ0X4EM244826	30-May	5/31/2022	54999
A-2	2023	ISU/spray	Cabover	46841V3	54DC4W1D2PS210227	30-Sep	9/30/2024	

CHIPPERS – All owned by Atlas – Quantity Available: 13 – Location Stored: Atlas Office/Lot, Spring Valley, CA

C-36	2014	Vermeer	BC1500	SE642831	1VR2161V0E1006045	SPC	12/31/2025	165297
C-37	2014	Vermeer	BC1500	SE641403	1VR2161V9E1005993	SPC	12/31/2025	164926
C-38	2015	Vermeer	BC1500	X618131	1VR2161V7G1006711	SPC	12/31/2025	170916
C-39	2010	Vermeer	BC1000XL	655097	1VRY11197B1016065	SPC	12/31/2025	EXP
C-40	2016	Bandit	BC990XP	CJ301061	4FMUS1315GR502988	SPC	12/31/2025	175889
C-41	2017	Morbark	M12RX1000	4RF5816	4S8SZ1615HW031218	PTI	N/A	EXP
C-42	2017	Morbark	M12RX1000	4RF5815	4S8SZ1613HW031217	PTI	N/A	EXP
C-43	2018	Vermeer	BC1800XL	SE734610	1VRY151Z7K1007048	SPC	N/A	183147
C-44	2019	Vermeer	BC1000XL	706560	1VRY11197K1028667	SPC	12/31/2025	EXP

**Atlas Equipment List
As Of 4-01-2024**

C-45	2019	Vermeer	BC1000XL	706559	1VRY11197K1028670	SPC	12/31/2025	EXP
C-46	2019	Vermeer	BC1000XL	706558	1VRY11197K1028669	SPC	12/31/2025	EXP
C-47	2022	Vermeer	BC1500	661927	1VR2181V3M1012500	SPC	N/A	N/A
C-48	2022	Vermeer	BC1500	738137	1VRD18AE1N1051094	SPC	31-Dec	199997

Vehicle	Year	Make	Model	License #	Vehicle ID #	Exp. Date	Reg. Exp.	GVW
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SPECIALTY VEHICLES – All owned by Atlas – Quantity Available: 8 – Location Stored: Atlas Office/Lot, Spring Valley, CA								
S-9	2007	Wanco	Arrow Board	SE691450	5F11S101871000098	SPC	12/31/2025	N/A
S-11	2010	Honda	4 Trax	51CB50	1HFTE3509A4303318	OFF RD	N/A	N/A
S-13	2007	Wanco	Arrow Board	SE691451	5F11S101471000437	SPC	12/31/2025	N/A
S-14	2016	Rayco	RG-25HD	N/A	VMWF25HD0020117	N/A	N/A	N/A
S-15	2022	Honda	610 4TRAX	DR7 T53	1HFTE4710N4700109	OFF RD	N/A	N/A
S-16	2023	Vermeer	SC70TX	GRINDER	1VRK1203VP1004292	OFF RD	N/A	N/A
S-17	2023	Cat	299D3XE	Trk Loader	OB6201491	OFF RD	N/A	N/A
S-18	2016	RAZOR	ATV	HAULER	N/A	OFF RD	N/A	N/A

UTILITY TRAILERS – All owned by Atlas – Quantity Available: 5 – Location Stored: Atlas Office/Lot, Spring Valley, CA								
U-2	1988	TXBRG	Trailer	4HW9783	17XFA1011J1882680	PTI	N/A	N/A
U-3	1988	TXBRG	Trailer	1KD8358	CA842329	PTI	N/A	N/A
U-7	2000	Carson	Trailer	1JC9872	4HXSU1422YC020694	PTI	N/A	N/A
U-8	2000	Carson	Trailer	4LT6244	4HXSU10203C055149	PTI	N/A	N/A
U-9	2019	HAULM	Enclosed Trailer	4SF2425	575GB2420KU371672	PTI	N/A	N/A

SALES VEHICLES – All owned by Atlas – Quantity Available: 6 – Location Stored: Atlas Office/Lot, Spring Valley, CA								
Sales 2	2017	Nissan	Versa	7YRH919	3N1CE2CP6HL368011	17-Jun	N/A	N/A
Sales 3	2017	Nissan	Rouge	7YRH922	JN1BJ1CP4HW001667	17-Jun	6/28/2022	N/A
Sales 4	2007	Mazda	CX9	5YUU695	JM3TB28C670103023	28-Feb	N/A	N/A
Sales 5	2013	Jeep	Rubicon	6YHB281	1C4BJWFG2DL525613	24-Oct	N/A	N/A
Sales 6	2011	Ford	F-250 4x4	06123D2	1FT7W2BT1BEC46982	30-Jun	N/A	N/A
Sales 7 (RM)	2021	Ford	F-150	64790D3	1FTFW1C83MFA60776	26-Mar	N/A	N/A

Vehicle	Year	Make	Model
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WATER TRUCK – Owned by Atlas – Quantity Available: 1 – Location Stored: Atlas Office/Lot, Spring Valley, CA			
4000 Gallon Water Truck 1	1992	International	JALB4B1KXN7003896

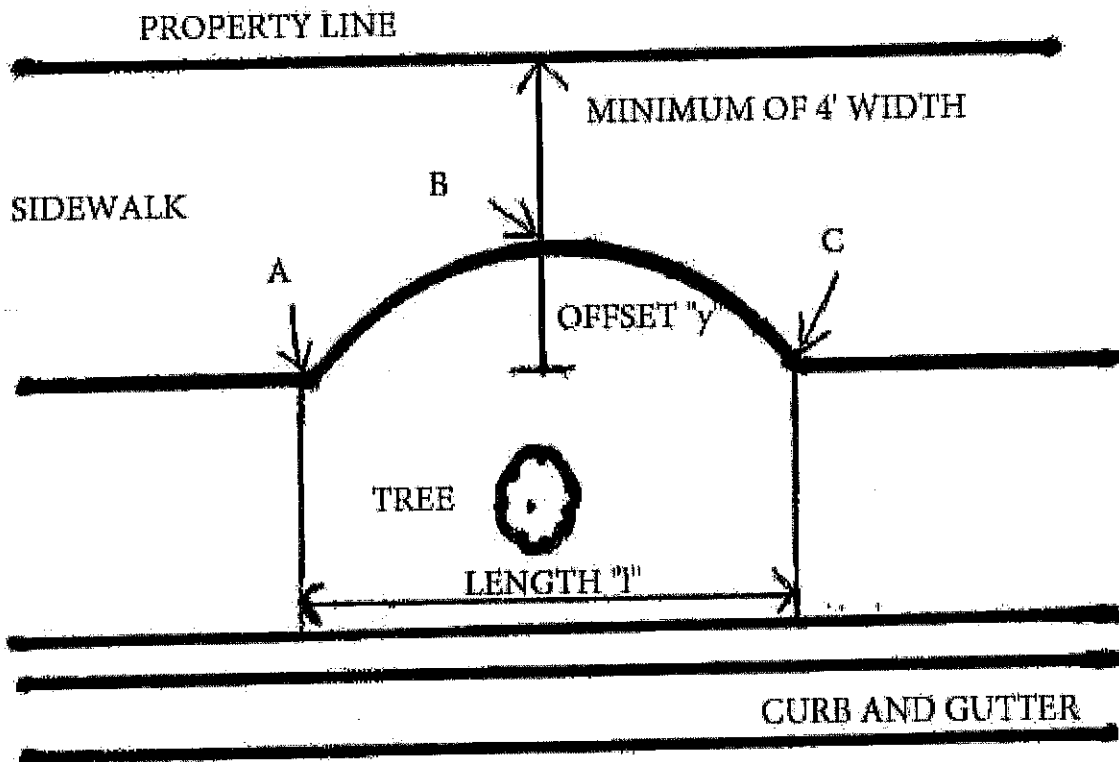
Appendix A

		City of San Diego Development Services 1222 First Ave. San Diego, CA 92101 619-446-5150		<h1 style="margin: 0;">TRAFFIC CONTROL PLAN/PERMIT</h1> <p style="margin: 0; font-weight: normal;">AUGUST 2020</p>					
		TCP #	Start Date	End Date	EXT #	Start Date	End Date		
EXT #	Start Date	End Date	EXT #	Start Date	End Date				
Work Hour: From: _____ M To: _____ M		<input type="checkbox"/> Continuous		<input type="checkbox"/> Night Work		<input type="checkbox"/> Others			
Address/Project Street:		Cross Street:		Cross Street:		T.B.#			
Posted Speed Limit:	Width/Depth of Trench:	Approach Speed:	Taper Length:	Cone Spacing:	Sign Spacing:				
Contractor/Applicant's Name:				Address/City, State, Zip:					
Project Contact Name:				Tel:		Email:			
ACTIVITY TYPE				STREET CLASSIFICATION					
<input type="checkbox"/> Street Closure	<input type="checkbox"/> Sidewalk Closure	<input type="checkbox"/> Dumpster	<input type="checkbox"/> Expressway	<input type="checkbox"/> Six-Lane Primary Arterial/Major St.					
<input type="checkbox"/> Travel Lane Closure	<input type="checkbox"/> Pedestrian Barricade	<input type="checkbox"/> Trenching	<input type="checkbox"/> Four-Lane Major Street	<input type="checkbox"/> Four-Lane Collector					
<input type="checkbox"/> Turn Lane Closure	<input type="checkbox"/> Detour	<input type="checkbox"/> Parking Meters	<input type="checkbox"/> Three-Lane Collector	<input type="checkbox"/> Two-Lane Collector					
<input type="checkbox"/> Parking Lane Closure	<input type="checkbox"/> Flagging	<input type="checkbox"/> Fiber Optic	<input type="checkbox"/> Cul-De-Sac	<input type="checkbox"/> Local Residential					
<input type="checkbox"/> Bike Lane Closure	<input type="checkbox"/> Bus Stops	<input type="checkbox"/>	<input type="checkbox"/> Alley	<input type="checkbox"/>					
REQUIREMENTS									
1. Traffic control plan shall conform to the latest edition of City of San Diego Standard Drawings , Appendix A; The Manual of Uniform Traffic Control Devices and the California Supplement; and Standard Specifications for Public Works Construction , including Regional Supplement Amendments and City of San Diego Supplement Amendments. 2. The contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersection or road segment. 3. The City Traffic Engineer reserves the right to observe these traffic control plans in operation and to make any changes as field conditions warrant. 4. Trenches shall be backfilled or steel-plated during non-working hours. Steel plates shall have asphaltic concrete berm on all edges. All dirt, dust, and debris shall be removed from street at end of each day and at the end of the job. The street shall be in drivable condition at all times. 5. Any work that creates an undue safety risk or creates severe congestion may be shut down by City Traffic Engineers, City Field Inspection, or the Police Department. 6. All travel lanes shall be minimum of 12 feet wide, 14 feet adjacent to bike lanes, unless otherwise approved by the City Traffic Engineer. 7. Cones and delineators shall have reflectorized sleeves for night work. 8. If parking is allowed in advance warning area, advance warning signs shall be mounted on high level devices. 9. The contractor shall post tow-away/no parking signs seventy-two (72) hours in advance and shall tag the meters (where applicable). 10. Traffic control plans must be submitted in person a minimum of five (5) working days prior to the start of work within the public right-of-way. 11. Extension must be submitted in at least TWO (2) WORKING DAYS IN ADVANCE OF PERMIT EXPIRATION . 12. Work days are Monday through Friday. No work on Saturdays, Sundays, or holidays unless approved and noted in "comments." 13. Contractor shall contact City Resident Engineer at (858) 627-3200 for inspection of any covered pedestrian walkway during construction of such walkway. The contractor shall notify all affected agencies 5 working days prior to starting work: Police Department Dispatch.....619-531-2000 Fire Department Dispatch.....858-573-1300 Environmental Services858-492-5060 MTS (Bus Stops).....619-238-0100 Ext. 6451 MTS (Taxi Zones)/MTS (Trolley Lines).....619-235-2644 / 619-595-4960 Field Services Division - Traffic Signals.....858-495-4742 Signals Underground Service Alert.....800-422-4133									
APPLICANT IS RESPONSIBLE FOR FULL AND COMPLETE REPRESENTATION OF THE ACTUAL ROAD CONDITIONS SHOWN ON THIS PLAN INCLUDING, BUT NOT LIMITED TO EXISTING STRIPING, SIGNING, SIDEWALKS, AND BIKE LANES.				Agent of City Traffic Engineer:		Date:			
Printed Name:		Tel:		First Extension:		Approved By:			
Signature:		Date:		Second Extension:					
<input type="checkbox"/> Agent <input type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Sign/Barricade Co. <input type="checkbox"/> Others				Third Extension:					
Reference TCP #:				Comments:					
Visit our web site at sandiego.gov/DSD Upon request, this information is available in alternative formats for persons with disabilities.									
DS-269 (08-20) PW/PS-645						RESET			

Appendix B Root Pruning Specifications

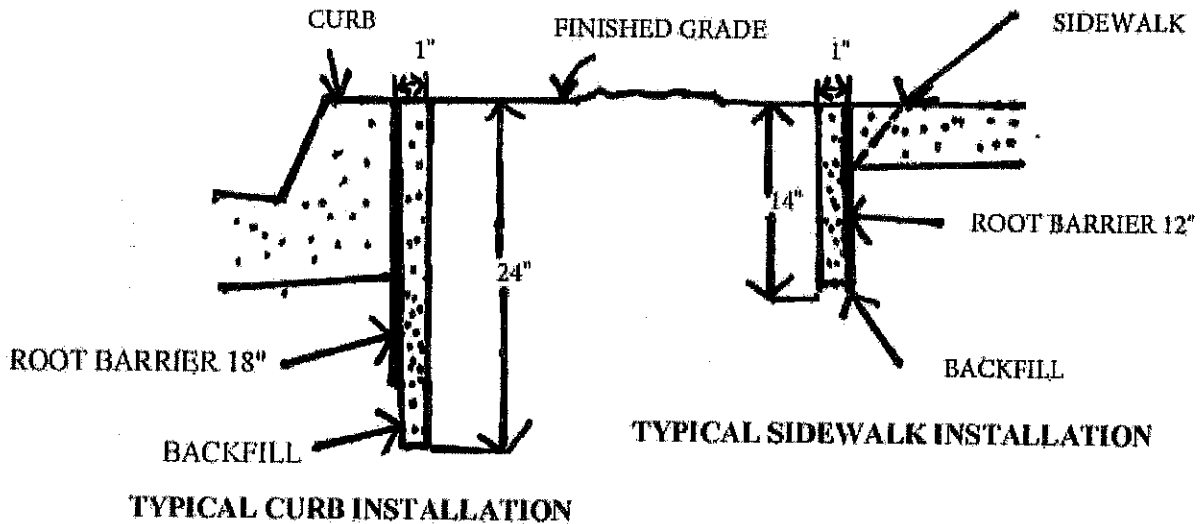
Root pruning shall follow the specifications described below unless otherwise directed by Transportation Department staff.

- Root pruning shall be on a line between points A & B and points B & C for either side of the tree (see image below)
- Length "l" is 10 feet(see image below)
- Offset "y" is 12 inches
- Roots more than 2 inches in diameter must be pre-approved for removal by City arborist
- Roots shall be cut at the nearest node to encourage root growth away from the sidewalk
- Roots must be cleanly cut 6 inches away from new sidewalk edge
- Excavated areas must be backfilled with topsoil



Appendix C

Root Barrier Installation Specifications



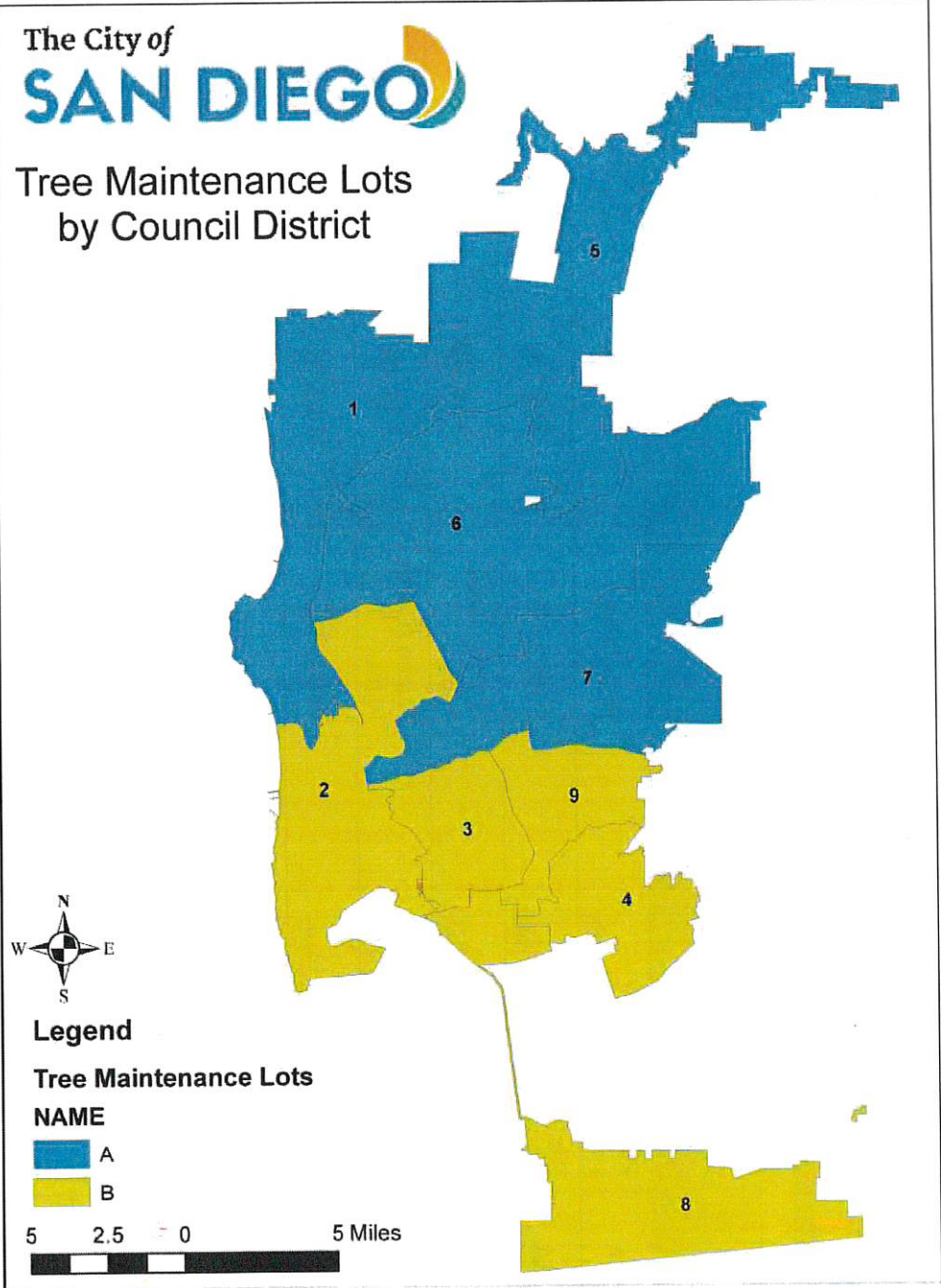
Root barrier installation shall follow the specifications described below unless otherwise directed by Transportation Department staff.

- Root barriers shall be equivalent to the type 1b-18-2 and 1b-12-2 as manufactured by Deep Root Control products or approved equal.
- Root barriers shall be installed per manufacturers' recommendations, unless otherwise directed.
- Root barriers installed on either the curb side or sidewalk side shall be a continuous 10 feet in length, centered on the tree unless otherwise directed by the City; where trees requiring root barriers are 18 feet or less apart, the barrier shall be installed continuously between said trees.
- Root barriers shall be installed 1 inch below finished grade against either back of curb or front edge of sidewalk.
- Root barriers shall be installed vertically, or if conditions allow, with the top inclined towards the tree, never with the top inclined away from the tree.
- The raised vertical root deflectors shall be placed facing towards the tree.
- The root pruning trench shall be backfilled to the top of the root barrier.
- The City shall inspect the tree for stability prior to the backfilling of the root pruning trench.
- For installation of the barrier at a driveway apron, install per typical curb installation (see below) unless otherwise directed by the City.

Appendix E. Compliance Plan

CONTRACT COMPLIANCE PLAN										
Transportation Dept.										
Services:		Services Provide the City of San Diego Urban Forestry Program Tree Maintenance and Planting								
Contract Number:		Services for Trees in the Right-of-Way								
Vendor:										
Date of Review:										
Contract Administrator:										
Contract Renewal Date:					Start Renewal Process (90 days) prior			CONTACT P&C		
No.	Deliverable	Performance Standard	Acceptable Quality Level	Evaluation Method(s)	Frequency	Eval. Dates	Quality Level	Action Required (as needed)	Narrative	
1	Palm Trimming	Complete all grid palm trims assigned within 3 months of assignment	95%	Review of Work Report & Evidence of Completion by Contractor	Quarterly					
2	Shade Tree Pruning	Complete all grid shade tree prunes assigned within 3 months of assignment	90%	Review of Work Report & Evidence of Completion by Contractor	Quarterly					
3	Date Palm Removals	Remove all date palms no later than 7 calendar days after assigned	90%	Review of Work Report & Evidence of Completion by Contractor	As Needed					
4	Tree Removals other than Date Palms	Remove all trees, excluding date palms, no later than 3 months after assigned	95%	Review of Work Report & Evidence of Completion by Contractor	Quarterly					
5	Tree Planting	Plant all required trees within 3 months of date received. Provide good quality nursery stock.	90%	Review of Work Report & Evidence of Completion by Contractor	As Needed					
6	Tree Inventory	Provide monthly report of updates to the tree inventory by the 15th of the month, following correct geodatabase format, including work report of invoiced trees	95%	Review of Work Report & geodatabase files	Monthly					
7	Overtime/Urgent Tree Services	Work shall commence within one (1) hour after contractor administrator has made request for overtime/urgent services	80%	Field or Photo-documentation Confirmation	As Needed					
8	Shade Tree Maintenance Standard	All shade trees trimmed shall be pruned in accordance to ISA standards and free from stub cuts, flush cuts, cracked branches, and unnecessary non-falling	90%	Inspections	Monthly					
9	Tree Planting Standard	All newly planted shade trees shall be equal to or greater than 10 feet tall, with crown length at least 40% of the tree	90%	Inspections	Every Month during tree planting season					
10	Complete all budgeted tree work for the fiscal year	Complete all tree work by June 17, 2022 in order to effectively close out the fiscal year	95%	Review of Work Report & Evidence of Completion by Contractor	Yearly					
11	Required PPO and Safety Gear	Follow all ANSI and CalOSHA standards for onsite safety	1 or less incidents	Field Confirmation	Quarterly					
12	Data management	Data reflects correct address, tree species, tree attributes and work performed.	Less than 3 data discrepancy	Field Confirmation	Quarterly					
Q1	Overall Narrative Date:									
Q2	Overall Narrative Date:									
Q3	Overall Narrative Date:									
Q4	Overall Narrative Date:									
OVERALL RATING										

Appendix F



Appendix G
PRICING SCHEDULE -- LOT A

NOTE: The quantities shown below are the City's estimated need on an annual basis. These quantities are not guaranteed and may change based on the City's actual needs. All costs, including but not limited to labor, overhead, materials, traffic control services, and equipment, shall be included in the rates quoted below for all pricing page sections A thru E. No additional charges shall be added to the line item. If hourly rate is used, then no additional tree work line items will be used for that work.

A. TREE PRUNING STREET RIGHTS OF WAY

Item No.	Est. Qty	U/M	Description	Tree Type	Unit Cost	Extended Price (Unit Cost x Est. Qty)
1.	20	EA	Per Tree 1 to 3 years of growth	Date Palm	\$ 265.00	\$ 5,300.00
2.	10	EA	Per Tree Over 3 years of growth	Date Palm	\$ 390.00	\$ 3,900.00
3.	20	EA	Per Tree 1 to 3 years of growth	Queen (Coco) Palm	\$ 100.00	\$ 2,000.00
4.	10	EA	Per Tree Over 3 years of growth	Queen (Coco) Palm	\$ 119.00	\$ 1,190.00
5.	30	EA	Per Tree 1 to 3 years of growth	Fan Palm	\$ 118.00	\$ 3,540.00
6.	20	EA	Per Tree Over 3 years of growth	Fan Palm	\$ 195.00	\$ 3,900.00
7.	400	EA	Block Pruning (Routine Pruning) 1 to 3 years of growth	Date Palm	\$ 175.00	\$ 70,000.00
8.	5	EA	Block Pruning (Routine Pruning) Over 3 years of growth	Date Palm	\$ 270.00	\$ 1,350.00
9.	6200	EA	Block Pruning (Routine Pruning) 1 to 3 years of growth	Queen (Coco) Palm	\$ 77.00	\$ 477,400.00

Item No.	Est. Qty	U/M	Description	Tree Type	Unit cost	Extended Price
10.	40	EA	Block Pruning (Routine Pruning) Over 3 years of growth	Queen (Coco) Palm	\$ 99.00	\$ 3,960.00
11.	3100	EA	Block Pruning (Routine Pruning) 1 to 3 years of growth	Fan Palm	\$ 113.00	\$ 350,300.00
12.	120	EA	Block Pruning (Routine Pruning) Over 3 years of growth	Fan Palm	\$ 175.00	\$ 21,000.00
13.	850	EA	Non- Block Pruning Per Tree	Shade	\$ 215.00	\$ 182,750.00
14.	8300	EA	Block Pruning (Routine Pruning)	Shade	\$ 129.00	\$ 1,070,700.00
15.	80	Linear Feet	Palm Skinning	Palm Tree	\$ 35.00	\$ 2,800.00
TOTAL SECTION A:						\$ 2,200,090.00

B) TREE PRESERVATION ROOT PRUNING/ROOT BARRIER INSTALLATION IN STREET RIGHTS OF WAY

Item No.	Est. Qty	U/M	Tree Type	Description	Unit Cost	Extended Price
1.	1500	Linear Feet	All Tree Types	Complete root pruning of various species of trees	\$ 38.00	\$ 57,000.00
2.	1500	Linear Feet	All Tree Types	Complete root barrier installation	\$ 35.00	\$ 52,500.00
TOTAL SECTION B:						\$ 109,500.00

C) TREE REMOVAL IN STREET RIGHTS OF WAY

Item No.	Est. Qty.	U/M	Tree Type	Description	Unit Cost	Extended Price
1.	2100	FT	Date Palm	Removal cost per foot brown trunk height	\$ 92.00	\$ 193,200.00
2.	650	FT	Queen (Coco) Palm	Removal cost per foot brown trunk height	\$ 55.00	\$ 35,750.00
3.	650	FT	Fan Palm	Removal cost per foot brown trunk height	\$ 55.00	\$ 35,750.00
4.	850	INCH	Stump Grind As Needed	Cost to provide as needed Stump Grind Only (all trees) per 1" Diameter at Stump Height (DSH) (Unit cost is per inch)	\$ 21.00	\$ 17,850.00
5.	50	EA	Shade	Tree Removal under 6-in diameter taken at 4' above ground level	\$ 275.00	\$ 13,750.00
6.	50	EA	Shade	Tree Removal 6-in diameter to under 12-in diameter taken at 4' above ground level	\$ 490.00	\$ 24,500.00
7.	50	EA	Shade	Tree Removal 12-in diameter to under 18-in diameter taken at 4' above ground level	\$ 855.00	\$ 42,750.00
8.	25	EA	Shade	Tree Removal 18-in diameter to under 24-in diameter taken at 4' above ground level	\$ 1,000.00	\$ 25,000.00
9.	25	EA	Shade	Tree Removal 24-in diameter to under 30-in diameter taken at 4' above ground level	\$ 1,250.00	\$ 31,250.00
10.	25	EA	Shade	Tree Removal over 30-in diameter taken at 4' above ground level	\$ 1,355.00	\$ 33,875.00
TOTAL SECTION C:					\$	453,675.00

D) ALL AREAS – TREE PLANTING PER SAN DIEGO REGIONAL STANDARD DRAWING

Item No.	Est. Qty	U/M	Tree Type	Description	Unit Cost	Extended Price
1.	50	FT	Date Palm	Per foot cost per brown trunk	\$ 515.00	\$ 25,750.00
2.	50	FT	Queen Palm	Per foot cost per brown trunk	\$ 135.00	\$ 6,750.00
3.	50	FT	Fan Palm	Cost per brown trunk height	\$ 155.00	\$ 7,750.00
4.	1700	EA	Shade	15 gallon	\$ 250.00	\$ 425,000.00
5.	50	EA	Shade	24 inch box	\$ 470.00	\$ 23,500.00
6.	50	EA	Shade	36 inch box	\$ 1,385.00	\$ 69,250.00
7.	50	EA	Shade	48 inch box	\$ 3,485.00	\$ 174,250.00
8.	850	EA	Tree watering	10 gallons of water per application for a new street tree (no older than 3 years old)	\$ 15.00	\$ 12,750.00
TOTAL SECTION D:					\$	745,000.00

NOTE: Section D includes the cost of the tree, planting material, labor and equipment necessary to plant shade trees and palms.

E) INSECTICIDE OR FUNGICIDE TREATMENT

Item No	Est. Qty	U/M	Tree Type	Description	Unit Cost	Extended Price
1.	100	INCH DIAMETER	SHADE	Insecticide or fungicide treatment	\$ 15.00	\$ 1,500.00
2.	500	FT TALL	PALM	Insecticide or fungicide treatment	\$ 23.00	\$ 11,500.00
TOTAL SECTION E:					\$	13,000.00

F) MISCELLANEOUS AS NEEDED HOURLY COST

Item No	Est. Qty	U/M	Description	Cost Per Hour	Extended Price
1.	100	HR	Crew Rental with equipment	\$ 385.00	\$ 38,500.00
2.	100	HR	Certified Arborist	\$ 185.00	\$ 18,500.00
TOTAL SECTION F:				\$	57,000.00

G) EMERGENCY SERVICES HOURLY COST

Item No	Est. Qty	U/M	Description	Cost Per Hour	Extended Price
1.	400	HR	Crew Rental with equipment	\$ 555.00	\$ 222,000.00
TOTAL SECTION G:				\$	222,000.00

H) SAFE SIDEWALKS TREE REMOVAL SUPPORT

Item No.	Est Qty	U/M	Description	Cost Per Hour	Extended Price
1.	100	HR	Crew Rental with equipment	\$ 385.00	\$ 38,500.00
TOTAL SECTION H:				\$	\$ 38,500.00

TOTAL ALL SECTIONS (LOT A)

Section A:	\$ 2,200,090.00
Section B:	\$ 109,500.00
Section C:	\$ 453,675.00
Section D:	\$ 745,000.00
Section E:	\$ 13,000.00
Section F:	\$ 57,000.00
Section G:	\$ 222,000.00
Section H:	\$ 38,500.00

TOTAL ALL SECTIONS LOT A (A-H): \$ 3,838,765.00

Appendix H

Map of READY, SET, GROW Project Area

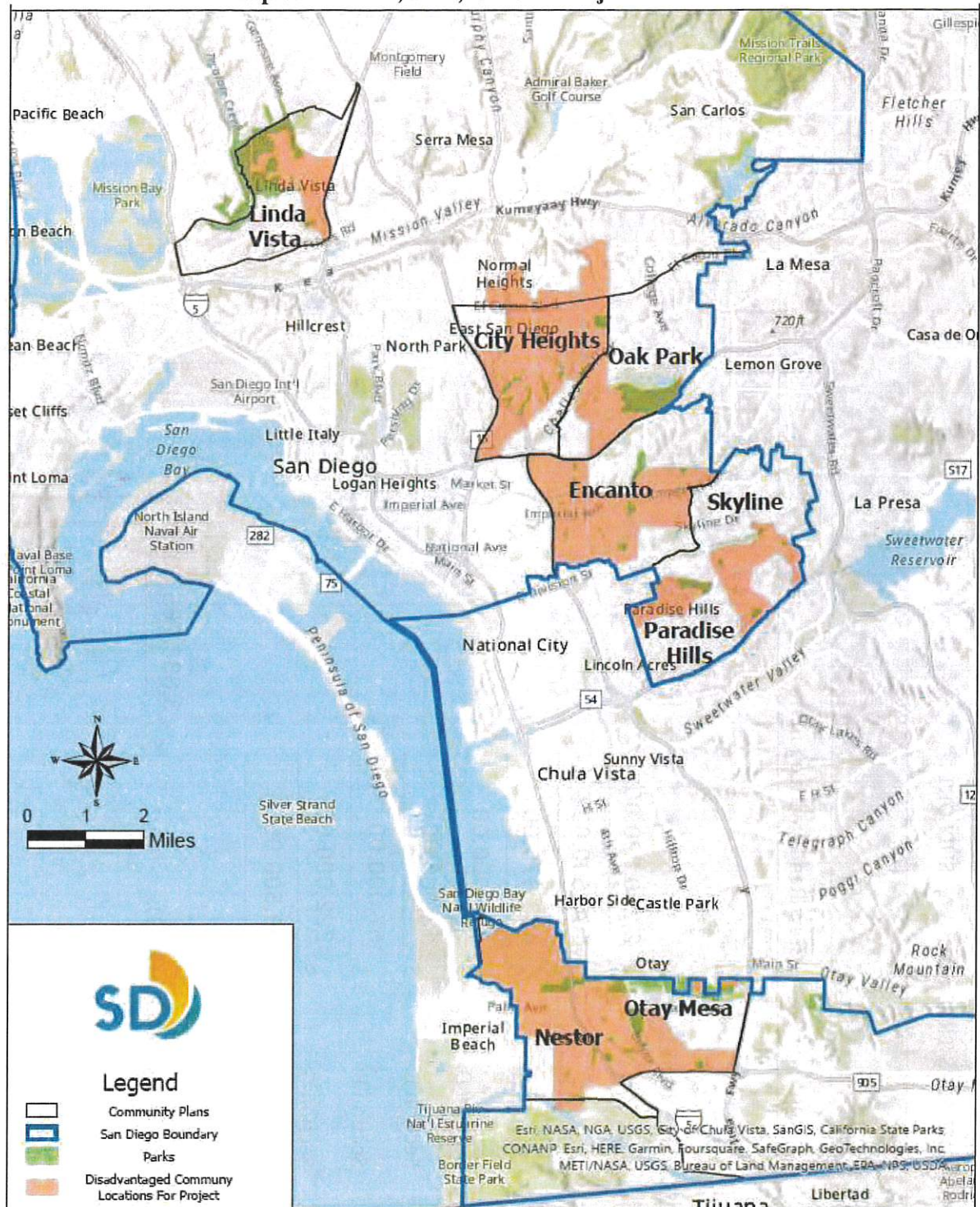


Exhibit C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance 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.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against 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.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any subcontractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

A. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

**EXHIBIT E- STATEMENT OF WORK
ATTACHMENT 1- TASK ORDER
PROCESS**

1. City of San Diego Transportation Department staff will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide Transportation Department staff an estimate quote or proposal based upon the task order request.
3. Transportation Department staff will review original task order form along with the Contractor's estimate quote or proposal, any additional pertinent information, and any required supplemental forms to ensure the task requested is in compliance with contract scope, limits, requirements, and includes all required supplemental forms.
4. If task requested complies with contract terms & conditions and scope, Transportation Department staff will provide notice to contractor to proceed with work.

**EXHIBIT E- STATEMENT OF WORK
ATTACHMENT 2 – SAMPLE TASK ORDER
FORM**

Address _____

CONTRACTOR: _____	CONTRACT NO: <u>10090034-23-C</u>
REQUEST DATE: _____	Funding: Urban Forestry <input type="checkbox"/>
PURCHASE ORDER NO: _____	Safe Sidewalks <input type="checkbox"/>

Description of the Complete Scope of Services: _____

Check One: Standard Priority (65 Days) High Priority (7 Days)

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall complete these services by _____.

CONTRACTOR: By: _____ Date: _____ Printed Name & Title: _____	PROJECT MANAGER Title (or other appropriate title) By: _____ Date: _____ Printed Name & Title: _____
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EXHIBIT F

FEDERAL FUNDING REQUIREMENTS (USDA FOREST SERVICE GRANT)

By signing this Contract, Bidder certifies that he or she is aware of the funding provisions described herein and shall comply with such provisions.

C. Contractor is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Contractor must follow the regulations found in 2 CFR 200.331 through .333. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov.

D. Contractor must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions.

E. Members of Congress. Pursuant to 41.U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Contract, or benefits that may arise therefrom, either directly or indirectly.

F. Scientific Integrity. USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

G. Geospatial Data. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

H. Buy America Build America.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or

regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

I. Trafficking In Persons.

1.1. Provisions applicable to a Recipient that is a private entity.

- You, as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - Procure a commercial sex act during the period of time that the award is in effect; or
 - Use forced labor in the performance of the award or subawards under the award.
- We as the Federal awarding agency may unilaterally terminate this award. Without penalty, if you or a Subrecipient that is a private entity:
 - Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMG Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),"

1.2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
 - Associated with performance under this award; or
 - Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"
- Provisions applicable to any recipient.
 - You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

- Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPS), as amended (22 U.S.C. 7104(g)), and
 - Is in addition to all other remedies for noncompliance that are available to us under this award.
- You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- Definitions. For purposes of this award term:
 - “Employee” means either:
 - An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as in-kind contribution toward cost sharing or matching requirements.
 - “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - “Private entity”:
 - Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - Includes:
 - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - A for-profit organization.
 - “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

J. Prohibition Against Using Funds With Entities That Require Certain Internal Confidentiality Agreements

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

K. Eligible Workers. Contractor shall ensure all employees performing work under this Contract complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)).

L. Freedom Of Information Act (FOIA) Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B 8106 (2009 Farm Bill).

M. Text Messaging While Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work on behalf of the Government.

N. Promoting Free Speech and Religious Freedom. As a recipient of USDA financial assistance, you shall comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination

and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

O. Prohibition on Certain Telecommunications Equipment and Video Surveillance Services or Equipment

Contractor is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunication equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

P. Davis Bacon Wages for Construction Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

Q. Whistleblower Notice

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.




**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Atlas Environmental Services, Inc.	PR/AWARD NUMBER OR PROJECT NAME 10090034-24-C
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Jeff Bruhn, President	
SIGNATURE 	DATE 5/20/24

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2800 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/offer/submit> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: usda.civilrights@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

As-Needed Tree Maintenance and Tree Planting Services for Street Rights of Way

B. BIDDER/PROPOSER INFORMATION:

Atlas Environmental Services, Inc.		Atlas Tree Service	
Legal Name		DBA	
9032 Olive Drive	Spring Valley	CA	91977
Street Address	City	State	Zip
Jeff Bruhn, President	619-463-1707	619-463-1961	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jeff Bruhn	President
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Manager	
Interest in the transaction	

Ron Matranga	Vice President/Consulting Arborist
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Manager	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 10/12/1989 State of incorporation: California

List corporation's current officers: President: Jeff Bruhn
Vice Pres: Ron Matranga
Secretary: Cindy Greschke
Treasurer: Cindy Greschke

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 10/12/1989

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of Southern California

Point of Contact: Ashley Lopez

Address: 12265 El Camino Real, Suite 100, San Diego, CA 92130

Phone Number: 619-849-5745

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

B1978038746

9/1/23 - 8/31/24

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References: *****Please also see Attachment A for additional References*****

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

City of San Diego - Various Open Purchase Orders

Company Name: _____

Sal Serrano, 619-980-3813

Contact Name and Phone Number: _____

sserrano@sandiego.gov

Contact Email: _____

1200 Third Avenue, Suite 200, San Diego, CA 92101

Address: _____

Year to year, ongoing

Contract Date: _____

\$125,000.00

Contract Amount: _____

Full tree care services, which includes tree maintenance, tree trimming, tree removal

Requirements of Contract: _____

City of San Diego - Fire Department

Company Name: _____

Captain Tony Ferragamo, 619-980-7843

Contact Name and Phone Number: _____

mferragamo@sandiego.gov

Contact Email: _____

1200 Third Avenue, Suite 200, San Diego, CA 92101

Address: _____

Year to year, ongoing

Contract Date: _____

\$50,000.00

Contract Amount: _____

Full tree care services, which includes tree maintenance, tree trimming, tree removal

Requirements of Contract: _____

San Diego International Airport/Sub to Aztec Landscaping

Company Name: _____

Rafael Aguilar, 619-464-3303

Contact Name and Phone Number: _____

rafael@azteclandscaping.com

Contact Email: _____

P.O. Box 82776, San Diego, CA 92138-2776

Address: _____

As needed 2018-2024, completed

Contract Date: _____

\$80,000.00

Contract Amount: _____

Full tree trimming services

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # 1448760

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # N/A
b. Woman or Minority Owned Business Enterprise Certification # N/A
c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No **If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.**

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Leopold Biological Services
Address: P.O. Box 421222, San Diego, CA 92142-1222
Contact Name: Christine Harvey Phone: 619-249-2531 Email: charvey@leopoldbiological.com
Contractor License No.: N/A DIR Registration No.: N/A
Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
Scope of work subcontractor will perform: Biology consulting services, as needed
Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: PlanIT Geo
Address: 7878 Wadsworth Blvd, Suite 340, Arvada, CO 80003
Contact Name: Evan Sims Phone: 833-873-3627 Email: evansims@planitgeo.com
Contractor License No.: N/A DIR Registration No.: N/A
Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
Scope of work subcontractor will perform: Geo plotting, tree inventory, real-time reporting, as
Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Jeff Bruhn, President

Name and Title


Signature

May 28, 2024

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

— Page 5 of 12 / Section E. FINANCIAL RESOURCES AND RESPONSIBILITY /
Question #6:

In 2015 a claim for damage was initiated by a residential client as a result of bio barrier being installed in 2015. Case is pending with trial court date set for September 2024.

— Page 8 of 12 / Section J. WAGE COMPLIANCE:

In 2019 we completed a five year \$11,500,000.00 'Right of Way - Tree Service' contract for City of San Diego. After the closing of the contract an audit by the DIR was conducted. Atlas accidentally underpaid partial vacation/holiday benefits to several employees because these benefits were already part of the Atlas compensation package. After an appeal process the DIR concluded that these impacted employees were to receive double vacation/holiday benefits, totaling \$15,464.10 in back wages before penalties and interest. This matter was completely satisfied and closed on 11/21/2022. Please see attached verification of complaint closed.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeff Bruhn, President
Print Name, Title


Signature

May 24, 2024
Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

— Page 9 of 12 / Section K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS
(Additional, page 1 of 4):

3) Company Name: Aztec Landscaping

Address: 7980 Lemon Grove Way, Lemon Grove, CA 91945

Contact Name: Ray Aguilar, Jr.

Phone: 619-572-4948

Email: rayjr@azteclandscaping.com

Contractor License No.: 642504

DIR Registration No.: 1000007145

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Tree planting, various tree care

Identify whether company is a subcontractor or supplier: Subcontractor and supplier

Certification type (check all that apply):

DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. (N/A)

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeff Bruhn, President

Print Name, Title


Signature

May 24, 2024

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

— Page 9 of 12 / Section K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS
(Additional, page 2 of 4):

4) Company Name: United Pacific Services, Inc.

Address: 5529 Leeds Street, South Gate, CA 90280

Contact Name: Eric Franklin

Phone: 562-691-4600 x226

Email: eric@unitedpac.com

Contractor License No.: WE-2158AU

DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$TBD (per year) \$TBD (total contract term)

Scope of work subcontractor will perform: ISA Utility Specialist, as needed

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):

DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

(See attached pages following Attachment A for valid proof of certification)

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeff Bruhn, President

Print Name, Title



Signature

May 24, 2024

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

— Page 9 of 12 / Section K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS
(Additional, page 3 of 4):

5) Company Name: RTL Traffic Control & Equipment Rental, Inc./Radian's Safety Dealer

Address: 15247 Olde Hwy 80, El Cajon, CA 92021

Contact Name: Dan Chiaramonte

Phone: 619-988-7563

Email: dchiaramonte@rtltraffic.com

Contractor License No.: 1004071 A C31

DIR Registration No.: 1000039493

Sub-Contract Dollar Amount: \$TBD (per year) \$TBD (total contract term)

Scope of work subcontractor will perform: Traffic control, as needed

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):

DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

(See attached pages following Attachment A for valid proof of certification)

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeff Bruhn, President

Print Name, Title



Signature

May 29, 2024

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

— Page 9 of 12 / Section K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS
(Additional, page 4 of 4):

6) Company Name: Aguilar Plant Care

Address: 429 Daisy Ln, San Marcos, CA 92078

Contact Name: Ricardo Aguilar

Phone: 760-294-2727

Email: ricardo@apcphc.com

Contractor License No.: 167097

DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$TBD (per year) \$TBD (total contract term)

Scope of work subcontractor will perform: Licensed FCA (Omar Herrera) and consulting services, as needed

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):

DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. (N/A)

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jeff Bruhn, President
Print Name, Title


Signature

May 29, 2024
Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its proposal, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Atlas Environmental Services, Inc.

Certified By Jeff Bruhn Name Title President

Jeff Bruhn Signature Date May 22, 2024

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
 1200 Third Avenue • Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
 CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Atlas Environmental Services, Inc.

ADA/DBA: Atlas Tree Service

Address (Corporate Headquarters, where applicable): 9032 Olive Drive

City: Spring Valley County: San Diego State: CA Zip: 91977

Telephone Number: () 619-463-1707 Fax Number: () _____

Name of Company CEO: Jeff Bruhn

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____ Email: _____

Type of Business: Tree care Type of License: C 61-D49/C27

The Company has appointed: Jeff Bruhn

As its Equal Employment Opportunity Officer (EEOO), The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 9032 Olive Drive, Spring Valley, CA 91977

Telephone Number: () 619-463-1707 Fax Number: () _____ Email: jeff@atlastree.com

One San Diego County (or Most Local County) Work Force - Mandatory

Branch Work Force * Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Atlas Environmental Services, Inc.

San Diego California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 22nd day of May, 2024

Jeff Bruhn Jeff Bruhn

(Authorized Signature) (Print Authorized Signature Name)

NAME OF FIRM: Atlas Environmental Services, Inc. DATE: May 22, 2024
 OFFICE(S) or BRANCH(ES): 9032 Olive Drive, Spring Valley, CA 91977 COUNTY: San Diego

I. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												1	1		
Professional															
A&E, Science, Computer															
Technical															
Sales												4	1		
Administrative Support			1	2											
Services			3												
Crafts															
Operative Workers															
Transportation															
Laborers*	4		30						3		3				

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	4		34	2					3		8	2			
--------------------	---	--	----	---	--	--	--	--	---	--	---	---	--	--	--

Grand Total All Employees 53

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

N/A to Atlas

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino, Asian Pacific Islander |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

TRADE OCCUPATIONAL CATEGORY	(1) African- American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	
---------------------------	--

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:															
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Atlas Environmental Services, Inc.
 Company Address: 9032 Olive Drive, Spring Valley, CA 91977
 Company Contact Name: Jeff Bruhn Contact Phone: 619-463-1707

CONTRACT INFORMATION

Contract Number (if no number, state location): City of San Diego Start Date: TBD
 Contract Title (or description): As-Needed Tree Maintenance and Tree Planting Services for Street Rights of Way End Date: TBD
 Purpose/Service Provided: Tree maintenance and Tree planting

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

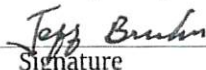
If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Jeff Bruhn

 Name of Signatory


 Signature

President

 Title of Signatory
 May 22, 2024

 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____



Tab 1 :: Introduction

Section Contents

- :: Hello
- :: Our Story
- :: Our Promise
- :: Meet Our Team
- :: Credentials
- :: Atlas Contacts for the City of San Diego
- :: Workflow Process
- :: Dispatch Responsiveness
- :: Giving Back



Hello

Thank you for this opportunity to submit our proposal for the City of San Diego As-Needed Tree Maintenance and Tree Planting Services for Street Rights of Way, in response to the City's Request for Proposal 10090034-24-C.

Since 1982, Atlas Tree Service has been dedicated to serving the tree care needs of San Diego, its environment and its citizens. We are committed to providing the highest quality services and delivering value to all of our customers. We employ 100% effective and eco-friendly tree services, and guarantee your satisfaction.

Atlas has provided tree care services for the City of San Diego and other municipalities throughout San Diego County for many years. From 2014-2019, we provided tree maintenance services for the City of San Diego's Street Rights of Way.

"Born and raised" in San Diego, this beautiful city is home not only to Atlas, but also to our team members. Because of this, we are deeply entrenched and experienced in the local arboriculture.

At 53 people strong, our team is large enough to support any and all of the City of San Diego's tree care needs, but also small enough that you are not "just a number." Our leadership team is very hands-on, to ensure our clients and their trees always receive the best care possible.

Beyond just tree care, we also care about people – we are constantly making sure our clients, employees and partners are happy and cared for as well. We believe this 'tree care-people care' approach is what has helped us gain the trust of the biggest names in San Diego since our inception.

While you will learn more about us in the Executive Summary, following is a glimpse into who we are, and what we look forward to offering the City of San Diego.

Sincerely,

Jeff Bruhn
President
Atlas Environmental Services, Inc. dba Atlas Tree Service



Our Story

Atlas Tree Service started as a small group in 1982, with only a few people on our team and a handful of clients. Today, we employ more than 53 people throughout San Diego County, serving thousands of customers in four different sectors – Commercial, Public Agency, HOA and Residential.

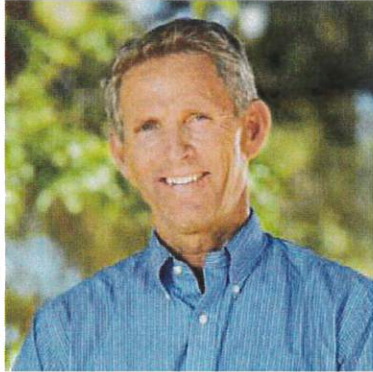
From the beginning, our mission has always been to provide the highest quality tree care using the most efficient, safest methods and the best equipment available, complemented by client-oriented, friendly service. And we hold ourselves to these standards every day. In fact, we won't be satisfied until you are, and will even guarantee your satisfaction.

Our Promise

- Certified Arborist supervision on every job
- Certified Tree Worker foreman on site during all phases of each project to maintain quality
- Qualified, experienced crews trained in proper tree care and customer service
- Adherence to industry-established safety and quality standards
- Job site clean up after each workday
- 24/7 Emergency Service
- Easy-to-use, software- and web-based, mobile-enabled tree inventory management solutions that offer real-time updates (flexibility to utilize City's own asset management software, if desired)



Meet Our Team



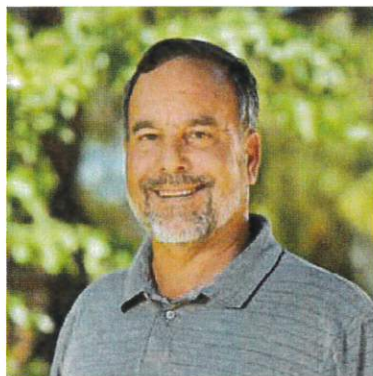
Jeff Bruhn
President

Jeff founded Atlas Tree Service in 1982 after working with Walter J. Singen, a master arborist from northern Germany who is well known in San Diego for his natural-looking tropical landscapes and was honored with the Horticulturist of the Year award by the San Diego Horticultural Society in 1998. As he immersed himself in the arboriculture environment, Jeff's passion for tree care grew.

As President of Atlas, Jeff oversees and directs the company's management and sales, and assists in assembling key company personnel to ensure a lasting, collaborative and productive team environment. A leader who truly cares about his team and clients, Jeff is very hands-on and is easily accessible to both his employees and customers. His leadership style is probably best summed up in his saying, "People are more important than profits."

As one of the five founding members of the Professional Tree Care Association (PTCA) of San Diego, Jeff remains active in the organization. He also works with the Western Chapter of International Society of Arboriculture and has acted as a qualified judge for Certified Tree Worker exams.

Jeff holds the following professional credentials: Certified Arborist (WE-0712A), Certified Tree Safety Specialist, Qualified Tree Risk Assessor, and Licensed Timber Operator Class B



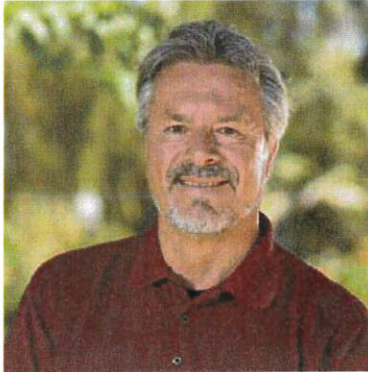
Nick Cascio
Chief Financial Officer

Nick started in tree care in 1977, working under the guidance of his father in the family business, Cascio & Son Tree Service. There, he learned all aspects of the tree industry and in 1983, became sole owner and president of Cascio Tree Service.

In 1989, Nick joined Atlas as a partner, and after a brief hiatus, returned as Chief Financial Officer where he oversees the company's financial operations including financial planning, budget and expense forecasting, accounting, and cash flow management.

Nick's breadth and depth of experience in the tree industry – in both the field and office – gives him a level of insight and understanding that translates into efficient financial management for the company. From the beginning, he has viewed Atlas as a business built on family values, and places great importance on fostering a close connection with everyone on the team.

Nick holds the following professional credentials: Certified Arborist (WE-0715A), Landscaping Contractor (C-27), Limited Specialty Contractor (C-61), and Qualified Applicator License (QAL) (139264)



Brian Coy

Vice President of Operations

Brian began his career with Atlas Tree Service in 1978, after graduating high school, and quickly mastered all aspects of the tree care operation. He successfully led the Atlas tree crew specializing in HOA tree maintenance and care for many years. In 1990, he became a Certified Arborist and was ISA-qualified for tree risk assessments. In the same year, he assumed the role of Vice President of Operations and has since steered the company in new and exciting directions.

Drawing from his 30+ years of hands-on work experience, Brian developed a new strategy for estimating and managing urban forests within the HOA market that took the guesswork out, and brought accountability in to long-term tree planning and maintenance. Always keeping current with the latest standards and knowledge, Brian guides the Atlas team in all aspects of tree care – from tree health diagnoses to determining proper pruning cycles, and providing the most optimal recommendations for every client.

Brian holds the following professional credentials: Certified Arborist (WE-0807A) and Qualified Tree Risk Assessor



Ron Matranga

Vice President/Consulting Arborist

A leader in the San Diego area arboriculture industry, Ron started in the field with Atlas Tree Service in 1983. He became a Certified Arborist in 1991, and in 2007 became the first Board-Certified Master Arborist in San Diego County.

As Consulting Arborist and Sr. Account Manager, Ron works with Atlas' wide range of clients as a consultant and expert witness, testifying in court on tree cases, and is a key member of the leadership team. He also continues to manage tree crews on a daily basis. Ron's deep interest in the field draws him to continually seek new research and methods, and fuels his genuine desire to help people with their tree issues – be it a short-term problem, long-term maintenance, or a legal matter.

A recognized speaker on a variety of tree care topics, he has spoken to Master Gardeners, horticulture clubs, public agencies, nursery professionals, landscape contractors, and other tree-related organizations about various aspects of arboriculture. Ron has also been an instructor for Arborist Certification preparation courses since 1998, and sits on the Board of Directors for the American Society of Consulting Arborists. In 2016, he was the proud recipient of the Bob Bichowsky Memorial Service Award.

Ron holds the following professional credentials: Board Certified Master Arborist (WE-728B), Registered Consulting Arborist (#488), and Qualified Tree Risk Assessor

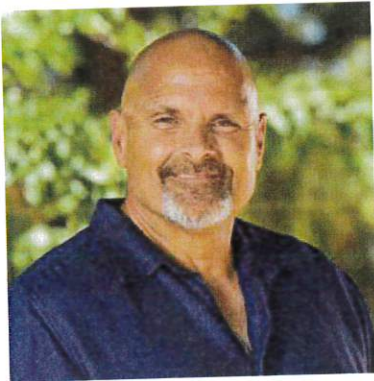


Maria Backer
Director of Business Development

Maria brings with her over 20 years of executive management experience, including sales experience that spans small businesses to large corporations. In her role at Atlas Tree Service, Maria is responsible for generating new business within San Diego County, and fostering relationships with partners within the industry.

She continuously seeks opportunities to share about Atlas' services within the commercial, public agency, HOA and residential sectors, and enjoys educating people on the importance of using certified arborists for the proper care of trees. Maria's genuine respect for

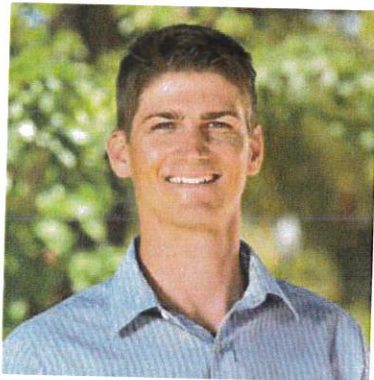
what trees bring to our environment ignites her passion for this business, while her drive for customer satisfaction complements her desire to truly engage with potential clients.



John Hamilton
Sr. Account Manager

John served in the United States Marine Corps for 7 years before starting in the San Diego tree service industry in 1991. He gradually worked his way into tree climbing, becoming a large tree removal expert recognized throughout southern California and overseeing Atlas Tree Service's large tree removal crew as a foreman. In 2005, he joined the Atlas sales team. John's many years of hands-on, in-field experience, combined with his disciplined, team-focused management style, gained from his years in the Marines, enables him to manage and direct numerous tree crews effectively and efficiently.

John holds the following professional credentials: Certified Arborist (WE-1139A), Certified Municipal Arborist, and Qualified Tree Risk Assessor



Kamden Haglund
Account Manager

Kamden started his career in the tree industry working for a smaller tree care provider in Del Mar, California as a job site manager and assisting with sales. Learning of Atlas Tree Service's reputation as the top tree care provider in Southern California drew him to join the Atlas team.

As an Account Manager, Kamden provides support to the senior sales team, performing site visits to ascertain project scopes and aiding in various sales tasks and transactions. With a successful background in sports, he has the ability to adapt to any situation that is thrown at him and succeed, as well as a work ethic that doesn't stop until it's perfect. Extremely passionate about his role at Atlas, Kamden is always ready to support the team to ensure the utmost client care and satisfaction.

Kamden holds the following professional credentials: Certified Arborist (WE-12315A), Wildlife Protector Certification



Cindy Greschke
Accounting & Office Manager

Cindy joined the Atlas team in 1991 and has since played an active part in cultivating the company. Over the years, her ability to work with the ever-changing needs of Atlas Tree Service evolved her into her current role.

As Accounting and Office Manager, Cindy oversees accounting, human resources, customer service, and manages all aspects of the Atlas business office. Her tenure at Atlas gives her intimate knowledge of the industry that translates into positive, informed engagements with her team and clients. A compassionate and patient leader, she inspires her administrative team to strive for 100% client satisfaction, and holds a genuine commitment to the success of each Atlas team member.



Mónica Silva
Payroll Specialist/Human Resources Assistant

As Payroll Specialist and Human Resources Assistant, Monica manages payroll, certified payroll for municipal projects, aids in human resources management, and assists with insurance claims. A self-motivated individual with a passion for continuous improvement, she truly enjoys learning about new regulations and programs related to her roles at Atlas Tree Service, and is detail-driven in ensuring that all compliance paperwork is aligned with government laws/regulations and Atlas company policy. First joining Atlas in 2005, Monica is dedicated to her duties at the company, and to helping make it a continued success.



Haydee Alvarez
Receptionist/Administrative Assistant

Prior to joining Atlas Tree Service, Haydee worked in various positions that cultivated her love for connecting with and helping people and customers – from teaching English (ESL) to pre-schoolers through 8th graders, to working as a receptionist for the County of San Bernardino. At Atlas, Haydee is responsible for receptionist duties, scheduling appointments, and assisting the team with miscellaneous projects. A self-motivated, fast learner, Haydee finds it easy to adapt to different situations and any challenge she is given. Her friendly personality and drive to help others makes her the perfect fit for her role at Atlas.



Atlas Contacts for the City of San Diego

ATLAS points of contact for the City of San Diego shall be:

John Hamilton, Sr. Account Manager:

Mobile: 619-335-7384

Email: john@atlastree.com

Justin Bruhn, Sales Associate:

Mobile: 619-358-0521

Email: justin@atlastree.com

The ATLAS twenty-four (24) hour After Hours and urgent contact and telephone number is:

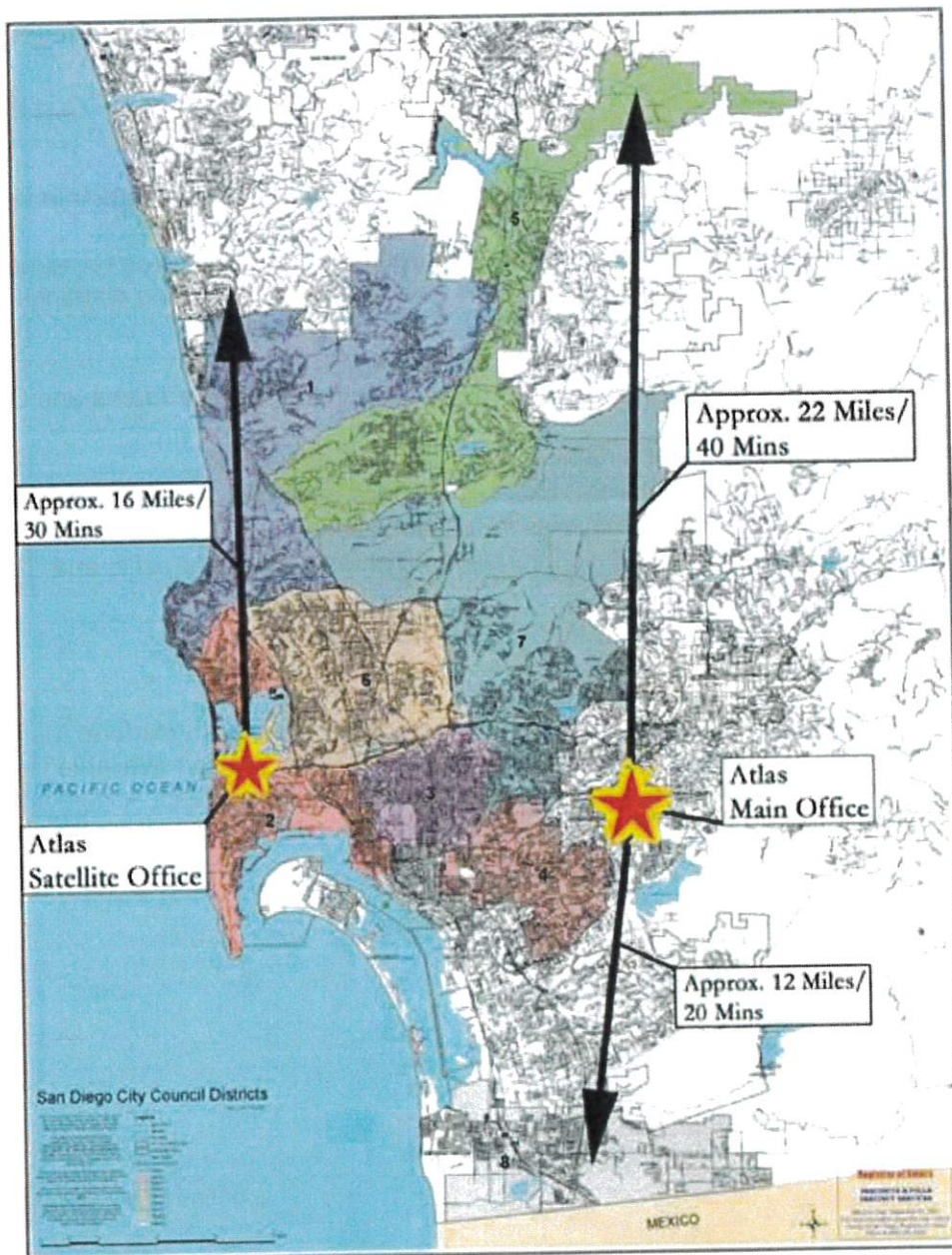
Gerardo Xalteno

Certified Tree Worker (WE-10973AT)

619-438-2543

Dispatch Responsiveness

Atlas tree crews can be dispatched out of two separate facilities. The main corporate office and yard is in Spring Valley off of the 94 and 125 freeways. In addition, equipment is housed in the Mission Bay area ready to be dispatched as needed for emergency tree work throughout San Diego.





Additional Information as Required in Exhibit B: Bidder's Statement of Experience in Tree Inventory and Relatable Software

ATLAS has been providing our clients with software- and web-based tree mapping and inventory management services since 2010. Our team is trained and experienced in the leading tree inventory management software- and web-based products, including Tree Plotter™ and Davey TreeKeeper®.

The key features of these various platforms include:

- Collection and organization of detailed tree inventory management data in one centralized system
- Comprehensive data management including tree number/ID, area/region, street address, and various details and attributes about each tree including plantings and removals
- Data viewing in tabular and mapping forms
- Real-time updates and access to information for both tree service teams and City of San Diego team members
- Generation of various reports, tables, graphical data as needed
- Exporting of reports into Microsoft Excel or CSV file formats
- Easy-to-use, flexible, with capabilities for customization
- Compatible with GIS (Geographic Information System), ESRI Shapefile and iTree
- Mobile-device compatible

Customer service and technical support:

- Should questions or issues relating to the inventory management platform the City selects arise, we will have customer service and technical support available to troubleshoot and resolve the issue in a timely manner. The Contract Administrator or City-appointed team member should call the ATLAS points of contact for the City of San Diego, which shall be:

John Hamilton, Sr. Account Manager:

Mobile: 619-335-7384

Email: john@atlastree.com

Justin Bruhn, Sales Associate:

Mobile: 619-358-0521

Email: justin@atlastree.com

(continued on next page)



ATLAS uses these systems to help us manage accurate tree maintenance records, and offer a unified understanding of the City of San Diego's tree inventory.

We are well versed in all of these programs, and will allow the City of San Diego the flexibility to select the platform of choice. However, should the City prefer, we are also fully capable of integrating with the City's own asset management software.



Tab B :: Executive Summary and Response to Specifications

Section Contents

2.12 Executive Summary

2.13 Response to RFP

- :: Response to Exhibit B – Scope of Work
- :: Pricing Pages for Services – Lots A & B
- :: Response to Exhibit C – The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts
- :: Response to Exhibit D – Wage Requirements: Service and Maintenance Contracts Executed On or After January 1, 2015
- :: Response to Exhibit E – Statement of Work, Attachment 1: Task Order Process, Attachment 2: Sample Task Order Form
- :: Response to Exhibit F – Federal Funding Requirements (USDA Forest Service Grant)



Executive Summary

Founded in San Diego in 1982, Atlas Tree Service is a locally-owned tree care company that offers a full suite of services that can meet all of the City of San Diego's tree care and tree planting needs. Each year since our inception, we have continued to flourish, executing successful maintenance, plant healthcare, and consulting programs for the biggest names in San Diego. We truly believe this is because of our unwavering commitment to provide high-quality, personalized attention to each of our clients, delivered by our experienced team of certified arborists, certified tree workers, along with other professionals and support staff.

Atlas' leadership team and key personnel have, individually, an average of more than 40 years of experience. Additionally, because San Diego is where our roots were planted and this beautiful city is our home, we are deeply entrenched and learned in the local arboriculture – including the pests and diseases that may affect San Diego area trees, risk management, and esthetic considerations. With our extensive knowledge and training, equipment, resources, passion for trees, and full-team dedication to our clients, we are highly capable of expertly serving the City of San Diego, its citizens, and its trees, as outlined in this RFP for As-Needed Tree Maintenance and Tree Planting Services for Street Rights of Way.

The Atlas team is 53 people strong, including a full-time safety coordinator – making us large enough to provide the tree care services the City of San Diego requires, but small enough so that you will not “get lost in the shuffle.” Our leadership team is very hands-on, to ensure our clients and their trees always receive the best care possible. All of our services are performed in accordance with the International Society of Arboriculture (ISA) Best Management Practices (BMPs), and with the ANSI A300 and Z133 standards for tree care and tree worker safety. In 2007, our full time Board Certified Master Arborist, Ron Matranga, was the first person in San Diego County to earn this esteemed certification. We remain on the cutting edge of the industry through our utilization of software-supported and web- and mobile-enabled tree inventory management solutions.

As part of our ‘industry solutions,’ we are committed to the reduction of waste and the recycling of all applicable materials. We offer free mulch throughout the county, which includes free delivery to residents of the City of San Diego. Atlas also maintains a presence in the community by hosting events that create awareness of our overall mission of protecting the trees in our Urban Forest. Additionally, we have been giving back to various local communities and neighborhoods since we started in 1982.

Atlas Tree Service is properly licensed, insured, and bonded to safeguard the City of San Diego. We keep our work and hiring practices local with an SLBE certification via Public Works for the State of California, and pay our personnel the appropriate prevailing wage. Along with our subcontractors, we follow all local and federal laws.

As a company, we are deeply committed to safe work practices, certification compliance, and state-of-the-art solutions to enhance our Urban Forest, one tree at a time.

From 2014-2019, we provided tree maintenance services for the City of San Diego's Street Rights of Way. Our experience and successful execution of this contract in the past will prove an advantage in keeping the City of San Diego's trees healthy and in a good growing condition. We look forward to the opportunity to continue protecting, preserving, and nourishing the trees in America's Finest City.



Atlas Response to Exhibit B: Scope of Work

Version: RFP – Goods, Services, & Consultants, Revised July 2023 (Page #s 13-41)

A. GENERAL SPECIFICATIONS

1. SCOPE

ATLAS ENVIRONMENTAL SERVICES, INC. (“ATLAS”) is prepared to complete tree maintenance and planting services, to include but are not limited to: shade tree pruning, palm tree pruning, tree removal, root pruning, installation of root barrier, stump grinding, tree planting, tree watering and Technical Services for City of San Diego’s Transportation Department as specified herein. ATLAS confirms that during and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. ATLAS is fully capable of providing all equipment, labor, and materials necessary for performing service according to the following specifications.

Under this Contract, ATLAS understands that we will be participating in the City of San Diego’s federal grant funded project named Ready, Set, Grow, with grant funding requirements as included in Exhibit F. This project will focus on planting trees in predetermined areas of San Diego. We have reviewed the estimate of number of trees the City plans to plant annually under this project as outlined in the price schedule (Appendix G). ATLAS understands that this contract does not preclude the City from hiring other contractors as needed to perform services as part of the Ready, Set Grow project, and that the scope of services to be provided as part of Ready, Set, Grow are included within the following specifications.

2. CONTRACT SITE LOCATIONS

ATLAS understands that the sites to be maintained under the terms of this Contract are located in the public right-of-way and under the jurisdiction of the City of San Diego Transportation Department and that the Contract Administrator may direct ATLAS to perform work on other City-owned properties, trees in the right-of-way, or private trees that may impact the right-of-way, or emergency work or where any tree may pose an immediate risk to life or property.

Tree Maintenance Lot A covers Council Districts 1, 5, 6, and 7.

Tree Maintenance Lot B covers Council Districts 2, 3, 4, 8, and 9.

We have reviewed Appendix F – Tree Maintenance Lot Map.

ATLAS understands that some trees in the City of San Diego Right of Way are maintained by Maintenance Assessment Districts and are excluded from this contract.

Maintenance Assessment Engineer Reports can be found at <https://www.sandiego.gov/park-and-recreation/general-info/mads>.



3. QUALITY OF WORK

ATLAS shall perform all work in accordance with International Society of Arboriculture (ISA) Best Management Practices (BMPs) and ANSI A300 and Z133 standards for tree care and tree worker safety. We understand that the Contract Administrator shall periodically inspect all service operations and approve or reject the work performed and methods or materials used based on these standards and any applicable City municipal codes and policies.

4. REFERENCE/QUALIFICATIONS

ATLAS understands the requirement to demonstrate successful performance of tree maintenance work of similar size and scope as required of this Contract in the past three (3) years. We are properly equipped to perform the work of this Contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, we have included the following documents with our bid submittal, within TAB A, 2.8 Additional Information as required in Exhibit B:

- Bidder's Statement of Available Equipment, specifying what equipment is available locally, within 200 miles, at time of bid.
- Bidder must provide a copy of the most recent experience modification worksheet issued to them by the California Workers' Compensation Bureau (WCIRB).
- Bidders Statement of intent on which Lot(s) are covered under the bid
- Bidder's Statement of Experience in Tree Inventory and Relatable software.

5. CONTRACTOR'S RESPONSIBILITIES

a. Company Representative

An ATLAS representative, authorized to discuss matters related to this contract, will be available during normal business hours, 7:00 a.m. to 5:00 p.m. Monday through Friday. ATLAS agrees that all calls from the Contract Administrator shall be returned within a one (1) hour period.

ATLAS points of contact for the City of San Diego shall be:

John Hamilton, Sr. Account Manager

Certified Arborist (WE-1139A), Certified Municipal Arborist, and Qualified Tree Risk Assessor

Mobile: 619-335-7384

Email: john@atlastree.com

Justin Bruhn, Sales Associate:

Mobile: 619-358-0521

Email: justin@atlastree.com



b. Urgent Service Calls

ATLAS has the capability to receive and to respond immediately to calls of an urgent nature during normal working hours and outside of normal working hours. ATLAS understands that calls of an urgent nature received by the Contract Administrator shall be referred to ATLAS for immediate disposition.

Urgent calls relating to tree service shall be referred to ATLAS. The ATLAS twenty-four (24) hour After Hours and urgent telephone number is:

Gerardo Xalteno
Certified Tree Worker (WE-10973AT)
619-438-2543

Mr. Xalteno is responsible for returning urgent calls within 15 minutes – 24 hours a day, 7 days a week. Mr. Xalteno will immediately assess the situation to determine the crew and equipment needed to respond to the emergency.

ATLAS maintains a rotating list of on-call crews that are on standby for emergency work, and proactively increases the number of on-call staff if a storm, other adverse event, or large-scale potential emergency situations are expected.

ATLAS crews can be dispatched out of two separate facilities. The main corporate office and yard is in Spring Valley off of the 94 and 125 freeways. In addition, equipment is housed in the Mission Bay area ready to be dispatched as needed for emergency tree work throughout San Diego. *Please see Introduction Tab, Dispatch Responsiveness section with map.*

ATLAS also always has a backup, qualified foreman on-call 24 hours a day, 7 days a week to offer any assistance that might be required. This enables ATLAS to have a crew on location, with equipment, within one (1) hour or less of the initial call to Mr. Xalteno.

Once ATLAS is awarded this contract, contact information (cell numbers and emails) will be requested of area managers in charge of work so we can provide them routine and emergency numbers for tree-related needs. All emergency work will be fully documented with photos and detailed time logs to be sent to the area manager within 24 hours of completed work for review.

c. Safe Sidewalks Report Services

ATLAS understands that we will, at the direction of a member of the City of San Diego's Safe Sidewalks program, be required to remove trees located on private property. This work will be performed under limited circumstances and will be separate from services performed under the direction of other Transportation Department staff. Members of the City's Safe Sidewalks program will be responsible for getting approval from the property owner before assigning trees to the Contractor for removal. Private tree removals under this project will be charged at an hourly crew



rental rate (Appendix G) and will be invoiced independently of other tree maintenance services.

d. Reporting of Damages

ATLAS personnel will immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Contract Administrator. We have reviewed Section 5.3 of the City General Contract Terms and Provisions.

e. Staffing

1) ATLAS confirms that our and/or our subcontractor(s)' staff includes the following skilled personnel:

- Certified Arborists
- Certified Tree Workers
- Truck Driver/Laborers
- Laborer
- Biologist
- Certified Line Clearance Trimmer
- Crane Operator
- Traffic Control

2) Supervision

We have reviewed Section 5.14.1 of the City General Contract Terms and Provisions.

ATLAS will have a minimum of one (1) qualified field supervisor, who is also an ISA (International Society of Arboriculture) Certified Tree Worker, on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified under the contract. The field supervisor will have at least three (3) years of experience with tree service. We will submit a resume of the field supervisor/Certified Tree Worker upon request. ATLAS understands that payroll records may be utilized to verify experience, and that the field supervisor must be employed by the successful Proposer at the time this contract is awarded. Any changes in field supervisor will be submitted in writing to the Contract Administrator within one week of start date. Certified Tree Workers are included in the cost of performing all tree maintenance.

f. Uniforms

ATLAS will furnish their employees with appropriate safety equipment with identifiable company logo.



g. Vehicles

All vehicles used in operation of services under the scope of this contract shall have the ATLAS logo on the vehicle, visible to the public.

h. Removal of Employee

We have reviewed the City's General Contract Terms and Provisions section 5.14.3.

i. Communication Skills

ATLAS shall ensure that all on-site supervisors/Certified Tree Workers can communicate in English both verbally and in writing. Supervisor will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

j. Safety Requirements

ATLAS confirms that all work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA, CalOSHA and ANSI Z133 standards. The Contract Administrator will notify us immediately if unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

k. Hazardous Conditions

ATLAS shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the ATLAS team which are not a result of our operations shall be immediately reported to the Contract Administrator.

l. Hazardous Wastes Disposal Procedure

In all areas covered by this Contract, ATLAS and/or ATLAS' subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of ATLAS' staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- 1) Cordon off the area where the material has been found, to the extent possible.
- 2) Immediately call 9-1-1 (Fire Department) and provide all relevant information possible:
 - i. Finder's name and company;
 - ii. Specific location of material;
 - iii. Try to determine:



- Number, size, and types of containers
- Description of labels
- Spillage to soil, pavement, water
- Description: solid, liquid, color
- Any danger to public

- 3) Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
- 4) Remain at site until the Fire Department arrives.
- 5) Do not move, touch, or sniff any of the material.

m. Litter

ATLAS shall promptly remove all debris generated by Contractor's tree maintenance services. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, we shall clean them with suitable equipment.

ATLAS understands that the Contract Administrator, or other authorized City staff, shall have sole discretion to approve the adequacy of the clean-up or to require ATLAS to perform additional debris removal. ATLAS shall return to any site deemed to have inadequate clean-up and pick up any debris to City staff's standards.

ATLAS shall be responsible for the proper handling and disposal of all green waste generated during the performance of the services outlined in this agreement. ATLAS shall ensure that all green waste, including but not limited to yard trimmings, leaves, grass clippings, tree trunks, and tree branches, are collected and transported to an authorized recycling facility for processing. ATLAS shall provide evidence of such recycling to the satisfaction of the City upon request. Green waste from palm species including but not limited to fronds, trunks, and fruits may be excluded from recycling requirement if no suitable disposal facility can be arranged.

For required handling and disposal of green waste of infectious and diseased green waste, we have reviewed Section 6 of TREE MAINTENANCE SPECIFICATIONS, INSPECTION, DISEASE AND PEST IDENTIFICATION.

Disposal of all green waste shall be performed by ATLAS at no additional cost to the City and in compliance with applicable State and Local laws.

n. Materials

ATLAS materials and equipment on site shall not be stored on, upon, or against any parts of the tree, tree roots or within the path of travel for pedestrians.

6. REPORTS

- a. ATLAS will assist, at no cost to the City, with the preparation of various reports concerning the City's tree inventory, maintenance services, planting program and/or tree policies. These reports may be produced for the City Council and/or various



Commissions or Committees. We understand that the frequency of reports may be requested annually, semi-annually or quarterly.

7. PRIOR TO COMMENCEMENT OF WORK

- a. ATLAS will attend a pre-job meeting with City staff to discuss the City's criteria with regard to all tree attributes to be collected, scheduling and location of fieldwork, tree maintenance and protection requirements, and tree planting requirements.
- b. ATLAS understands that the City will be divided into blocks, grids, districts, community areas or zip code areas for more efficient management of data collection. For the purpose of completing the City's tree inventory, the City will provide copies of the following:
 - 1) X, Y coordinates of the known tree locations
 - 2) Easement Maps
 - 3) Tree IDs of the known tree locations
 - 4) Possible access to the City's asset management program
 - 5) Tree Ordinance
 - 6) Additional information pertaining to City trees
 - 7) Tree Maintenance Schedule
 - 8) Additional information pertaining to City's GIS system

8. ATLAS will complete a Traffic Control Plan/Permit (Appendix A) when applicable.

9. TREE MAINTENANCE DATA COLLECTION

- a. ATLAS shall perform tree data collection and provide a cursory tree evaluation under the supervision of an ISA Certified Arborist. This data collection and evaluation under the supervision of an ISA Certified Arborist shall be included under the cost of all tree work.
- b. Each month during the term of the contract, ATLAS, at no additional cost to the City, shall provide City with a complete list of all sites completed, including collected data information. The complete list is to be turned in with each monthly invoice by the 10th calendar day of each month. The format of the list shall be determined by the City.
- c. Attributes to be collected by field personnel may include, but is not limited to:
 - 1) Tree Number
 - 2) Council District
 - 3) Planning Community
 - 4) Zip Code
 - 5) Street
 - 6) Location by Address
 - Tree address



- Tree location (F = front, S= side, B= back)
- Location by GIS, x, y State Plane Coordinate
- Species by botanical name and common name
- Tree diameter to nearest 2-inches
- Tree height
- Existing overhead utilities
- Planting strip width/Tree well dimension
- Tree location type (strip, well, backside, etc.)
- Tree condition
- Stump diameter

10. TREE MANAGEMENT SOFTWARE

Data will be collected at sub-meter accuracy of every tree point location for every tree that is maintained or newly planted by the contractor. All data processing shall be included as part of the cost to maintain the tree.

ATLAS shall utilize an internal or licensed software from a third party vendor that is designed to manage tree maintenance operations. The City's street tree inventory will be uploaded into ATLAS' computer software program for long-term management of tree data by the contractor. The software will be able to print reports, tables, graphical data, and reports must be able to export into a Microsoft Excel or CSV file format. ATLAS will ensure that the inventory software program will integrate with the City's GIS database, and the City will have access to ATLAS' software program, or the City may request us to use the City's asset management software to track and update tree work in the field.

ATLAS will update the work of each tree that is planted, maintained, or removed, and provide live service to monitor progress of the tree work. The City will be able to review the data collected both in tabular form and mapping form. The software will include a mobile application for field use that is compatible with both iPhone and Android mobile devices. All data will reflect live data as it exists in the software program.

Each month, the Street Tree Data shall be consolidated and delivered as a single geodatabase that is compatible with the City's SAP enterprise asset management software as well as compatible with ESRI ArcView software, which will be incorporated into the City's maintenance management tracking program. The geodatabase will be delivered along with the invoice by the 10th calendar day of each month.

11. FAILURE TO PERFORM SATISFACTORILY

We have reviewed Section 4.3 and Section 4.5 of the City General Contract Terms and Provisions.

The City shall provide inspection of the work area to ensure that service is adequate and that all work complies with these specifications. Discrepancies and deficiencies will be noted on quarterly contract compliance plans and shall be corrected within the time frame specified. If ATLAS fails to take corrective action within the noted time frame on the contract compliance plan, the City may withhold payment and/or proceed with termination of the contract. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein. See Quarterly Contract Compliance Plan in

Appendix E.



12. CONTRACT COMPLIANCE PLAN

Each quarter the Contract Administrator will meet with ATLAS to go over the Contract Compliance Plan (CCP). The CCP will contain a cover sheet of benchmarks and deadlines that are to be met throughout the contract year. ATLAS understands that we will be expected to satisfactorily meet these deadlines each quarter. The Contract Administrator will list work discrepancies that need adjustment by a set time period. The contract manager will highlight the progress of the contractor's work during the quarter. We have reviewed Appendix E for this contract's compliance plan.

13. INVOICING AND PAYMENT

ATLAS understands that no more than one (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 10th of the following month work was performed. The invoice shall reference the purchase order number and include a description of the work performed by location.

Hourly work performed by ATLAS shall only be for emergency work assignments and shall have attached written authorization from Contract Administrator approving the work. ATLAS understands that failure to do so will result in payment being withheld for such services. ATLAS shall not bill for work that is not performed.

Payment shall be made to ATLAS for all work performed to the satisfaction of the Contract Administrator within thirty (30) calendar days of invoicing by ATLAS.

Billing is to be by address and include tree species, Diameter at Standard Height for shade trees and height for palm trees, variety (botanical and common), prune/removal/planting or preservation date, condition, and appropriate data acceptable to the Contract Administrator. One combined work report, in a format that is acceptable to the Contract Administrator, shall be submitted with each invoice. Acceptable formats must include pdf, csv, and Excel files.

14. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

- a. ATLAS understands that the City may modify these specifications with the joint approval of ATLAS and the City Purchasing Agent. All modifications shall be in writing.
- b. In the event that the City should require additional work beyond the requirements of these specifications, ATLAS shall perform all specified and approved additional work at the unit prices submitted with this bid proposal (Section F of Pricing Schedule).
- c. Additional work may be added to the contract work as the need arises. ATLAS shall perform all specified and approved additional work at the unit prices submitted with this bid proposal (Section F of Pricing Schedule).



B. TREE MAINTENANCE SPECIFICATIONS

1. SCOPE

ATLAS, if awarded the contract, will provide complete tree maintenance services for the City of San Diego, Street Rights of Way as specified in this Exhibit B.

2. DEFINITIONS

ATLAS has reviewed and understands the definitions as outlined below:

a. MISCELLANEOUS AS NEEDED SERVICES

- 1) Services provided by the Contractor at an hourly rate. Miscellaneous as needed services includes tree work that does not fall within the improved right of way or on trees that are more than 20 feet away from street curb as measured from tree center. Miscellaneous as needed services are only assigned by the Contract Administrator as determined are necessary by Contract Administrator.

b. BLOCK PRUNING.

- 1) Consists of a minimum of 200 palm trees or shade trees that are sent to the Contractor to be pruned under the block pruning rate. Trees are to be on adjacent street blocks or within a single community plan area, zip code, or census tract.

c. BUSINESS DAYS

- 1) Monday through Friday, excluding City holidays. City holidays can be found here: <https://www.sandiego.gov/city-holidays>

d. EMERGENCY SERVICES

- 1) The Contract Administrator will assign emergency services work orders where the Contractor shall be onsite within an hour to provide such services. This work will be paid at the rates identified in Section G of the Pricing Schedules. Failure by the contractor to be onsite within an hour of the assignment of an emergency services work order will result in the work being charged at the MISCELLANEOUS AS NEEDED SERVICE rate (Section F of Pricing Schedules). Tree work performed outside of normal working hours does not constitute emergency work unless identified as such by the Contract Administrator.

e. INSECTICIDE OR FUNGICIDE TREATMENT

- 1) Services including but not limited to the following: spraying, injection, soil drenching as necessary to reduce a potentially harmful pest or disease.



f. RIGGING

- 1) Tree rigging is the art of dismantling parts of or whole trees using ropes, blocks and pulleys. It can range from large pieces of timber to awkwardly shaped branches and tight drop zones where damage must either be kept to a minimum or eliminated entirely. Tree work that requires rigging shall be billed under the appropriate, standard line-item rate.

g. STAGING AREA or YARD

- 1) A staging area or yard is a physical location used for the storage of construction related equipment and materials such as vehicles and stockpiles. It is the sole responsibility for the contractor to maintain their own staging areas/yards, and the City of San Diego is not responsible for these locations or liable for them. The Contractor is solely responsible for locating, purchasing or leasing their own staging areas/yards. The City of San Diego will not assist in finding suitable locations. Staging of equipment, stockpiles and tools in not allowed within the right of way, unless permission is given by the contract manager for emergency work.

h. TREE CROWN

- 1) Upper part of a tree, measured from the lowest branch, including all the branches and foliage.

i. TREE FOLIAGE

- 1) All collective leaves of the tree.

3. SCHEDULING OF WORK

- a. ATLAS understands that, unless otherwise specified, Normal business hours shall be Monday through Friday from 7:00 a.m. and 5:00 p.m. No emergency or urgent rate shall be charged during these hours. Redeployment of tree crews from one job to a higher priority job in another part of the community shall not be considered an emergency or urgent call. The Contract Administrator may grant, on an individual basis, permission to perform contract service at other hours. No service functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. unless approved in advanced by Contract Administrator.
- b. ATLAS shall conduct the work at all times in a manner which will not unreasonably cause interference with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. Work shall be performed and completed on one side of the street, only, before performing and completing work on the opposite side of the street.
- c. Upon direction from the City, ATLAS understands that each Contractor may act as a backup to the other in the event that a Contractor is unable to perform the quantity of work issued by the City pursuant the Contract. Assignment of Contract Work to a



back-up Contractor will be at the sole discretion of the City. This is not an opportunity for a Contractor to opt-out of a Task.

- d. The Task Order Form, provided by the City, will be completed and submitted to the Contract Administrator prior to the commencement of work on this Contract. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately.
- e. In the event ATLAS is unable to perform a Task, ATLAS shall notify the City and provide sufficient justification as to the reason(s) we cannot perform the Task. Justification shall be submitted to the City promptly after the Task is issued to the Contractor, but no later than ten (10) business days after issuance. The City will review the justification and make a final determination within ten (10) business days.
- f. The Contractor acting as the back-up shall then perform that Task Order using the quoted prices from its own Contract. The back-up Contractor may decline to accept the Task Order by notifying the City and providing sufficient justification as to the reasons it cannot perform the Task. Justification shall be submitted to the City promptly after the Task is issued to the Contractor but no later than ten (10) business days after issuance.
- g. ATLAS understands that work assigned for normal business hours shall be completed within seven (7) business days after receipt of work assignment unless mutually agreed upon by both parties. When the Contract Administrator assigns block pruning to the Contractor, the work shall be completed within sixty-five (65) business days after work assignment unless mutually agreed upon by both parties. ATLAS shall coordinate all scheduling of work with the Contract Administrator and shall notify the Contract Administrator twenty-four (24) hours in advance of the start date and location of any assigned work.
- h. ATLAS will report any changes in scheduling, in writing, to the Contract Administrator immediately. This schedule shall include routine work as well as infrequent operations as may be required.
- i. ATLAS shall send before and after photographs as well as start and end times to the Contract Administrator for all emergency services.
- j. Local Office and Business Hours:

ATLAS maintains a local office within San Diego County with a competent company representative who can be reached during normal business hours and who is authorized to discuss matters pertaining to this Contract with the Contract Administrator.



ATLAS points of contact for the City of San Diego shall be:

John Hamilton, Sr. Account Manager:

Mobile: 619-335-7384

Email: john@atlastree.com

Justin Bruhn, Sales Associate:

Mobile: 619-358-0521

Email: justin@atlastree.com

ATLAS understands that an answering service in conjunction with the pager for the designated company representative is not sufficient to fulfill this requirement. A mobile telephone also shall not fulfill the requirement for a local office.

Our office phone number is: 619-463-1707

ATLAS agrees that all calls from the Contract Administrator or designated appointee(s) shall be returned within a one (1) hour period.

It is the sole responsibility of ATLAS to maintain and lease staging yards for all equipment and materials. The City of San Diego will not provide space for a staging yard.

4. PUBLIC INTERACTION

- a. ATLAS is committed to working with members of the public and property owners in a professional manner at all times.
- b. If a member of the public or private property owner becomes unruly or disrespectful while discussing the work, ATLAS shall disengage from conversation and alert Contract Administrator immediately. Contract Administrator shall handle discussion(s) from that point forward.
- c. ATLAS shall keep all materials and equipment off private property. We will direct all limbs/fronds/tree parts onto the public right-of way when performing tree care, and avoid tree parts from landing on private property. Additional rates shall not be charged by ATLAS to safely direct tree material away from private property.
- d. If a member of the public attempts to interact with ATLAS in an active work zone, ATLAS shall notify the Contract Administrator immediately if their presence creates a safety risk. If the member of the public refuses to leave the work site, then ATLAS' personnel shall immediately leave the work site, proceed to an alternate work site, and notify the Contract Administrator immediately.
- e. In instances where fallen tree limbs or trunks have impacted private property, ATLAS may need to move private property (fences, chairs, tables, etc.) in order to conduct tree removal work.



5. METHOD OF PERFORMING WORK

a. Shade Tree Trimming

ATLAS understands and will be in full compliance with all Shade Tree Trimming guidelines specified herein.

All trees shall be maintained in their natural shapes. Pruning shall follow A.N.S.I. A300 Standards and be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Contract Administrator. Trees shall not be topped or shaped into balls. Drop crotch work shall be done only when directed or approved by Contract Administrator.

- 1) Good horticultural and safety practices shall be used at all times for tree pruning. No formal pruning or shearing shall be permitted without written authorization from the Contract Administrator.
- 2) ATLAS shall bring to the attention of the Contract Administrator within twenty-four (24) hours any tree that shows any signs of cracking branch collars, root heaving or leaning, or is in any manner a safety hazard. ATLAS shall be responsible for the complete removal of those trees as authorized by the Contract Administrator.
- 3) All trees shall be pruned per specifications or as directed by the Contract Administrator.
- 4) Pruning shall require removal of low branches overhanging residential streets to a height above the street grade of fourteen (14) feet unless otherwise directed. Low branches overhanging sidewalks shall be pruned to a height of eight (8) feet. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent, unless otherwise directed. Any work prescribed by City staff shall be completed under the appropriate tree pruning line item, regardless of size of tree, equipment required, traffic control required, or other requirements to complete the work.
- 5) At the direction of the Contract Administrator, tree pruning shall include the removal of all dead, broken, diseased, insect-infested branches and stubs larger than one-half (1/2) inch in diameter throughout the tree. Exceptions may be made for specific species.
- 6) Prune end branches to lighten end weights where such overburden appears likely to cause breakage of limbs. Remove crossing limbs and water sprouts (suckers).
- 7) Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wound with callous growth. This requires that the wound be as small as practicable, that the cut be reasonably flush within the branch bark collar, and that the cambium tissues at the edge of the cut be alive and healthy. Extremely flush cuts which produce large wounds and weaken the tree at the cut shall not be made.



- 8) Pruning and cutting tools shall be maintained sharpened to a condition which results in leaving an un-abraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials by using rubbing alcohol, chlorine solution or other acceptable cleaning solution.
- 9) The use of climbing spurs or spike shoes shall not be permitted except for removals or as approved by the Contract Administrator.
- 10) Pruning of the trees shall provide adequate clearance from streetlights (5 feet radial clearance) and signs.
- 11) Prune tree limbs to provide minimum of five (5) feet of clearance of canopy from all adjacent structures.
- 12) "Lion Tailing" of limbs of trees shall not be permitted.
- 13) Trees shall be trimmed in such a manner to promote a strong central leader.
- 14) Smaller trees encountered with stakes and ties shall be pruned to promote an upward strong central leader and, if stable, shall have stakes and ties removed. ATLAS shall replace broken or missing stakes to unstable smaller trees.
- 15) ATLAS shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to ATLAS' personnel or others near the work site, work is to immediately cease and ATLAS shall notify San Diego Gas & Electric or the appropriate utility. Work shall then commence in accordance with instructions from the utility company. ATLAS shall notify Contract Administrator of such occurrences that may affect scheduling of work.
- 16) No more than twenty percent (20%) of the crown shall be removed within an annual growing season. The percentage of the crown removed shall be adjusted according to age, health, and species considerations. Stressed trees are less tolerant of pruning and leaf area, and removal should be minimal. In cases where more than twenty percent (20%) of the crown needs to be removed, such as to reduce the potential for structural failure, a qualified arborist shall make an assessment of the amount of pruning needed address the tree structure. When possible, such pruning should be minimal on species prone to water sprout development. For such species, pruning during the summer months may reduce the potential for water sprout development. For species susceptible to sunburn injury, pruning shall not expose bark tissue of the trunk and scaffold branches to sunlight levels that lead to injury.
- 17) Topping is not an acceptable pruning practice.



- 18) In order to safely remove large limbs from a tree without damaging structures, vehicles or landscaping, the Contractor may be required to use tree limb rigging techniques to safely remove and lower limbs down to the ground. The Contract Administrator may direct the Contractor to use this method at no additional cost to the work being performed.

b. Palm Pruning

ATLAS understands and will be in full compliance with all Palm Trimming guidelines specified herein.

- 1) Queen Palms (*Syagrus Romanzoffiana*): Removal of all dead fronds, loose petioles, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crown shaft of the palm. Loose petioles are those which may be removed by pulling with reasonable force. When properly pruned, the lowest remaining fronds shall be live and not below horizontal tree pruning.
- 2) Fan Palms (*Brahea*, *Erythea*, *Washingtonia*, *Filifera* and subsequent Hybrids): Removal of all dead fronds, necessary live fronds, loose wraps, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly pruned, the lowest remaining fronds shall be live and horizontal.
- 3) Date Palms (*Phoenix Canariensis* Canary Island Date Palm, *Phoenix Dactylifera* and *Phoenix Reclinata*): Removal of all dead fronds, necessary live fronds, tips of old butt stubs four (4) inches or longer, flower spikes, seed stalks, seed clusters, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly pruned, the lowest remaining fronds shall be live and horizontal. Any remaining seed clusters, sheaths, flower spikes and flower buds that do not hang out at the lower most two (2) rows of fronds must be left intact. Butts cut from Date Palms shall be cut close and perpendicular to the base of the frond. At the request of the City, the contractor shall prune Date Palms outside of standard scope at no additional cost.
- 4) Palm skinning (shaving) should consist of the removal of the dead frond bases only, at the point they make contact with the trunk without damaging living trunk tissue. Palm skinning is separate from standard palm trimming operations. Palm skinning is only to be performed at the direction of the Contract Administrator.
- 5) To control the spread of disease the following shall be practiced for pruning all Palm Species unless otherwise specified by the Contract Administrator:

Palm pruning should be limited to the removal of dead, broken, and strongly chlorotic fronds. Live, healthy fronds should not be removed. Fronds should be severed close to the petiole base without damaging living trunk tissue. Palm fruit,



flowers, and loose petiole bases shall be removed without causing damage to the parent tree. A disinfectant (such as Clorox or rubbing alcohol) shall be used on all Palm pruning tools before and after pruning individual trees unless otherwise specified by the Contract Administrator. Climbing spikes or spurs shall not be used to climb palms for pruning.

6) Overhead Utility Lines

ATLAS shall prune all palms adjacent to energized power transmission lines in accordance with the appropriate California safety regulations for line clearance operations. ATLAS shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event aerial utility wires present a hazard to ATLAS' personnel or others near the work site, work is to immediately cease and ATLAS shall notify San Diego Gas and Electric at (800) 611-7343, as well as the Contract Administrator. Work shall then commence in accordance with instructions from the utility company and Contract Administrator.

7) Minimum Height for Palms to be Pruned

ATLAS shall NOT prune any palm with less than eight (8) feet of brown trunk.

- 8) All palm pruning shall be at the 1 to 3 years growth rate, unless specified in writing by the Contract Administrator that the over 3 years growth rate is to be used to complete the work. Palms that have been pruned within 1 year and may have recent seed growth shall not be pruned unless approved by Contract Administrator. Permission to use the over 3 years growth rate must be received by the Contractor in writing before any work begins on the palm tree. Over 3 years of palm growth will be determined by the Contract Administrator based on live and dead fronds found on tree.

c) Milling Specifications

ATLAS understands and will be in full compliance with all Milling Specifications outlined herein.

In an effort to reduce waste from the urban forest, the City may require the Contractor to mill suitable logs from tree removals and create usable lumber. The benefit of diverting green waste from landfills and creating a useful wood product is environmentally conscious and provides alternative wood resources. The goals are to have the City of San Diego receive a usable wood product at a minimal expense, and the Contractor to divert dumping fees, both as a step toward environmental preservation. The method by which ATLAS will provide usable lumber is as follows:

- 1) Prior to the commencement of work, ATLAS and the City will meet to establish a criterion that determines which logs can be made into usable lumber. The criterion shall define tree species, sizing, and tree characteristics necessary for creating lumber.



- 2) Logs suitable for milling shall be those that have a caliper between 12" and 36" in diameter, with a length of a minimum of 4' and a maximum of 20' long, and be as vertically straight as possible. The City shall determine if a tree is not suitable for milling.
- 3) Logs shall be "clear," free of significant decay, and with minimal lateral branches and/or stubs.
- 4) ATLAS shall have the necessary equipment to remove the logs in these sizes (i.e., cranes, loaders, etc.).
- 5) ATLAS shall be capable of salvaging tree logs designated by the Contract Administrator or designee for milling into lumber to be used as a recycled wood product and dried to a moisture content of 6-8% for use as furniture, interior wood, or for use at the City's discretion.
- 6) Milled logs shall be produced into lumber with a thickness of 4-8 quarters (4 quarters equals 1") or at a thickness designated by the City.
- 7) The lumber shall be kiln dried to the specifications requested by the City, typically 6-8% moisture content and shall be non-graded.
- 8) Milling operations shall be performed at ATLAS' site and delivered to the City's designated location between ninety (90) and one hundred eighty (180) calendar days.
- 9) The standard unit measure is a board foot. A board foot is a section 1" thick by 12" in width by 12" in length.
- 10) Payment shall be made based on a "per board foot" price and shall include all hauling and delivery charges.

d) Tree Removal/Stump Grinding/Backfilling Services

ATLAS understands and will be in full compliance with all Tree Removal/Stump Grinding/Backfilling Services guidelines specified herein.

- 1) Removal of a tree shall include removing from the site (at the end of each work day) all trimmings, wood stumps, roots (4" or larger), surface roots, other vegetation, debris, and litter resulting from ATLAS' operation. Cut trees shall not be stacked for future pick-up and/or chipping.
- 2) Roots having a diameter of 4" or more shall be traced out and removed to a minimum of 2' from the stump crown. All roots 4" or more in diameter, the tops of which are 6" or less below the existing soil level, shall be considered a part of the stump and shall be removed, except where such removal is prevented by existing sidewalks, curbs, buildings, or other improvements.



- 3) Stumps shall be removed to a minimum of 15" below existing finish grade or at the depth approved by the Contract Administrator. Where the stump removal operation intercepts an in-service utility line, removal of the stump shall be made to the top of said utility line with the remaining portion of the stump, not obstructed by the utility line, removed to the required 15" minimum depth. No stump shall be left for more than one (1) day following removal and shall be secured with barricades and mounted flashes.
- 4) Payment for each stump removal will be based on the diameter of the stump by measuring the shortest diameter distance of the top and measuring the longest diameter distance of the top, adding both measurements together and splitting the result by half to equal the final stump diameter. Trees with large buttress roots such as Moreton Bay Fig Tree (*Ficus macrocarpa*) may be approved for higher billing pending written permission by the Contract Administrator.
- 5) The felling of any tree in the public right of way, greater than six (6) inches in diameter for removal shall not be allowed unless approved by the Contract manager for emergency services. Tree removals may require large equipment such as cranes to safely remove the tree or by use of rigging techniques to disassemble a tree safely. The Contract manager may direct the Contractor to use a crane at any time for tree removal or tree limb removal. The use of a crane shall be included in the cost of a tree removal guided by the pricing page.
- 6) For public safety and to avoid significant risks to the right-of-way, ATLAS shall remove and properly dispose of all material generated by the removal operation including stump grinding, as required above. Where holes or depressions result from the removal of trees, stumps, shrubs, or palms, ATLAS shall supply standard clean top soil, backfill, and firmly tamp to compact finish grade, making a smooth transition to adjacent ground or pavement level as applicable. The holes shall be backfilled the same day any removal is accomplished, unless otherwise specified by the Contract Administrator.
- 7) Standard top soil shall be natural, friable, sandy loam soil, and shall be reasonable free from subsoil, clay lumps, brush, objectionable weeds, and other litter and shall be free from stones, stumps, and other objects larger than 1" in diameter, roots, toxic substances, and other materials or substances that might be harmful to plant growth or a hindrance to grading, planting and service operations. Standard top soil shall have a PH reading between 6.75 and 7.50 and salinity (EC rating) from one (1) to three (3) on the Solu-Bridge scale.
- 8) ATLAS shall be responsible for the complete removal and replacement of those trees lost due to ATLAS' faulty service or negligence, as determined by the Contract Administrator. Replacement shall be made by ATLAS in the kind and size of tree determined by the Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Contract Administrator, using the latest Council of Tree &



Landscape Appraisers (CTLA) trunk formula method guidelines for value determination.

- 9) All tree debris generated from removal shall be chipped and placed into a truck by ATLAS. Unless otherwise directed by the Contract Administrator all tree debris shall be removed from the job site and disposed of legally. Chipping directly into the open space shall be done only when authorized by the Contract Administrator. If any wood is not able to go through the chipper, ATLAS shall be responsible for any fees associated with the disposal of such material. Cut and/or chipped wood may be left at a location only upon authorization of the Contract Administrator.
- 10) Contractor shall contact underground DigAlert prior to any removal or stump grind that requires subsurface work and follow all DigAlert requirements as specified by State of California code §4216, including excavator responsibilities for street and sidewalk markouts to delineate work area.

e) Litter

ATLAS understands and will be in full compliance with all Litter guidelines specified herein.

Upon completion of each day's work, work site shall be swept "broom clean" and other areas, where practical, shall be raked clean. Non-recyclable debris and litter not chipped may be disposed of at the City of San Diego Landfill, or ATLAS may dispose of said debris in another legal manner. If debris is disposed of at the City Landfill, ATLAS must abide by the City regulations affecting said disposal. ATLAS shall be responsible for payment of all disposals and dump fees at no additional cost to the City. If ATLAS disposes of debris in any other manner, we shall abide by all, State and Local laws, and shall assume all liability for correct disposal. Methods of disposal must be approved by the Contract Administrator. ATLAS shall completely clean up all cuttings and debris resulting from the work daily. This shall include lunch debris.

f) Tree Preservation/Root Pruning

As needed by the Contract Administrator.

ATLAS understands and will be in full compliance with all Tree Preservation/Root Pruning guidelines specified herein.

1) Root Pruning (sidewalk side)

- i. ATLAS shall root prune the trees as noted in Appendix B and coordinate the scheduling within one (1) week of the concrete repair work start schedule.
- ii. ATLAS is responsible for getting a utility mark-out prior to start of work.



- iii. Roots shall be cut following removal of the existing sidewalk and prior to installation of the new sidewalk.
- iv. Work includes cutting all roots necessary to a depth of twelve (12) inches along the edge of the new sidewalk for a distance of ten (10) linear feet. In cases where the sidewalk will not be replaced, roots shall be lineal cut no further than three (3) inches from edge of the existing sidewalk toward tree for a length of ten (10) linear feet.

2) Root Pruning (curbside)

- i. ATLAS shall root prune the trees as noted in Appendix B and coordinate the scheduling within one (1) week of the concrete repair work start schedule.
- ii. Roots shall be cut following removal of the existing curb and prior to installation of the new curb when practical.
- iii. ATLAS is responsible for getting a utility mark-out prior to start of work.
- iv. Work includes cutting all roots necessary to a depth of twenty-one (21) inches along the edge of the new curb line in order to provide a forming area for the new curb. This shall be done for a distance of ten (10) linear feet on the curb side of the tree. In cases where the curb will not be replaced, roots shall be lineal cut no further than three (3) inches from edge of the existing sidewalk toward tree for a length of ten (10) linear feet.

3) Root Barrier

The root guard shall be placed in the trench along the sidewalk or curb ten (10) linear feet as noted in Appendix C. Guard shall be made of polyethylene plastic and be 12 or 18 inches deep. Root barriers shall be installed per manufacturer's instructions.

4) Root Pruning/Barrier Equipment

All cuts shall be made with a root cutting machine such as Vermeer Corp. or equal which shall be approved by the Contract Administrator prior to use. Cuts shall be made clean and smooth as to cause minimum damage to the tree. Any shredded roots shall be cut clean to the nearest root node.

5) Scheduling work for Root Barrier/Pruning

- i. ATLAS shall accomplish Root Barrier and Root Pruning work required between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and coordinate all scheduling with the Contract Administrator in order to ensure production schedules for concrete repairs coincide with tree service.



- ii. Upon award of contract, the Contract Administrator will provide ATLAS with a quarterly schedule of trees to be maintained during the contract period.
- iii. ATLAS shall report to the Contract Administrator, in writing, by Mondays at 9:00 a.m., the count, species and location of all trees trimmed, roots pruned and barriers installed in the preceding week and work schedule for the current week. Any changes in scheduling shall be reported in writing to the Contract Administrator immediately.
- iv. ATLAS shall conduct work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.
- v. ATLAS shall endeavor to maintain good public relations at all times and work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

g. Tree Planting

ATLAS understands and will be in full compliance with all Tree Planting guidelines specified herein.

ATLAS shall be responsible for the following:

- 1) ATLAS shall use the City's Street Tree Selection Guide which provides a predetermined list of trees that can be planted in the City right of Way. The list can be found here: <http://www.sandiego.gov/trees>
- 2) ATLAS shall be responsible for sourcing any species requested by the City. If a requested species is unavailable, ATLAS shall provide written notice from three local nurseries showing available stock. Substitution of a planned tree species with another must be approved by the Contract Administrator before planting substitution species.
- 3) ATLAS shall provide City with suitable door hangers to advise tree recipients of pending planting, and place hangers on doors before tree planting at the City's request, as well as provide door hangers to City staff to use at their discretion. City will provide language for door hanger upon award of contract.
- 4) ATLAS shall provide City with biodegradable tree hanger that specifies species of tree planted and maintenance responsibilities and recommendations to the adjacent property owner.
- 5) ATLAS shall contact underground DigAlert two (2) weeks prior to planting date and follow all DigAlert requirements as specified by State of California code §4216, including excavator responsibilities for street and sidewalk markouts to



delineate markouts for new trees.

- 6) ATLAS shall be responsible for ordering and supplying quality tree stock meeting California Department of Forestry standards as well as City standards per standard drawing Appendix D.
- 7) ATLAS shall supply all labor, tree stakes, ties, mulch, and fertilizer to each tree site.
- 8) ATLAS shall guarantee the quality of the tree stock and workmanship up to 90 days after installation of tree when the adjacent property owner has agreed to water the tree. If tree needs replacement due to poor quality or tree is dead, the contractor shall replace the tree no later than 180 days after initial installation. This shall be known as the guaranteed period for the tree. ATLAS is responsible for removing trees that have died during guaranteed period at no cost to the City.
- 9) ATLAS shall guarantee the quality of the tree stock and workmanship up to 365 days after installation of tree when ATLAS is responsible for watering the tree. If tree needs replacement due to poor quality or tree is dead, the contractor shall replace the tree no later than 450 days after initial installation. This shall be known as the guaranteed period for the tree. ATLAS is responsible for removing trees that have died during guaranteed period at no cost to the City.
- 10) Planting locations shall include but will not be limited to: tree wells, tree lawns, back of sidewalk locations, open space, and parkland. ATLAS shall plant trees in locations that contain the following material: soil, turf, artificial turf, gravel, rock gardens and tree grate locations that are not locked or bolted into place. The City of San Diego may choose to unbolt or unlock tree grates for new tree plantings and will coordinate with the contractor. The contractor may have to lift and remove an unbolted, unlocked tree grate in order to plant a new tree. Tree grate re-setting is required if grate is not damaged. Damaged tree grates may require disposal by ATLAS. All equipment and tools required to plant a tree and properly prepare a location shall be included in the cost of planting a tree. No additional charges for preparation of tree planting site shall be allowed.
- 11) Site preparation shall be required in planting locations, when those locations have existing ground cover vegetation such as weeds, grass and other ground vegetation such as iceplant. Site preparation shall create adequate spacing for a new tree. Minimum dimension for length of vegetation removal shall be at least six (6) feet in length.
- 12) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine canopy for broken branches. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged. Roots shall be shaved off all sides of the rootball to reduce circular and girdling roots in accordance to ANSI standards. Tree planting water retention basins may be permitted if directed by the Contract Administrator. If a water retention basin is to be built upon Contract Administrator direction, dimensions shall be no higher than 2" – 4" high and built at least one (1)



foot away from tree center and no further than two (2) feet away from tree center. Immediately after planting, a layer of 1" to 2" of mulch shall be placed around the tree and at least two (2) feet extending from tree center when possible, mulch shall be kept six (6) inches away from tree center, and the tree shall be watered thoroughly immediately after planting is completed.

- 13) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- 14) ATLAS shall provide GPS (X,Y) coordinates to the nearest one (1) meter of the location of the newly planted tree, tree species, adjacent address, and any requested information to the City for every planted tree.
- 15) One (1) year after trees have been planted ATLAS shall return to site to assess stability of tree. If after one (1) year, tree has established itself, ATLAS shall remove tree stakes. If tree is still unstable after one (1) year, ATLAS shall leave stakes in place and re-assess stability after one (1) more year has passed.
- 16) ATLAS will clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day and remove excess soil from site.
- 17) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the latest version of the ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.
- 18) ATLAS shall provide all delivery tickets of all new nursery stock that lists the nursery of origin, City, State and Zip.
- 19) Planting stock shall be watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fracture root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected.

h. Equipment

ATLAS confirms its understanding of equipment requirements and is fully capable of bringing all necessary equipment to each job site to complete the required work in a timely manner and in a neat and orderly fashion.

Please also see Bidder's Statement of Available Equipment.

No additional charges for necessary equipment shall be allowed and is already included in the cost of performing the work in accordance with the pricing pages in Appendix G.



- 1) Contractor(s) shall have camera equipment available to take and send photos and/or video of property damage caused by City trees that have fallen due to accidents, storms, etc. These photos should be taken at the Contract Administrator's request prior to clean up and removal of tree debris.
- 2) Other equipment required includes but is not limited to the below. Quantity of each shall be determined by the Contractor Administrator and may be required to perform Services as defined in Bid Specifications:
 - i. Lot A Minimum Equipment Requirements
 - One (1) tower truck with capability of ninety (90) foot reach shall be required in medians, rights-of-way, and at other sites where the trees can be reached without driving or parking on turf areas.
 - A minimum of one (1) 16-ton crane with minimum 110-foot reach available for use at all times (if requested by the Contract Administrator a crane shall be required for the removal of any branch 12" in diameter or larger).
 - A minimum of one (1) stump grinder available for use at all times.
 - A minimum of two (2) sets of climbing equipment to sufficiently and safely accommodate two (2) tree climbers for use at all times.
 - Power chain saws.
 - Hand pruners.
 - A minimum of two (2) large, commercial brush chippers available for use at all times.
 - A minimum of two (2) 1-1/2 ton trucks with enclosed box for hauling brush and chips.
 - ii. Lot B Minimum Equipment Requirements
 - One (1) tower truck with capability of ninety (90) foot reach shall be required in medians, rights-of-way, and at other sites where the trees can be reached without driving or parking on turf areas.
 - A minimum of one (1) 16-ton crane with minimum 110-foot reach available for use at all times (if requested by the Contract Administrator a crane shall be required for the removal of any branch 12" in diameter or larger).
 - A minimum of two (2) stump grinders available for use at all times.
 - A minimum of three (3) sets of climbing equipment to sufficiently and safely accommodate three (3) tree climbers for use at all times.
 - Power chain saws.
 - Hand pruners.
 - A minimum of three (3) large, commercial brush chippers available for use at all times.
 - A minimum of three (3) 1-1/2 ton trucks with enclosed box for hauling brush and chips.
- 3) ATLAS confirms that all equipment shall be in good working condition at all times. ATLAS shall provide, at Contractor's expense, plywood for use as necessary to



prevent damage to areas including, but not limited to, turf areas, asphalt paving, concrete paving, decomposed granite, curbs, trails, parked vehicles, or private property. All damage caused by the Contractor's activities shall be repaired at the Contractor's expense. All repairs shall adhere to all City of San Diego Whitebook standards in the public right-of-way and/or as directed by the Contract Administrator.

i. Identification of Safety Concerns

ATLAS understands and will be in full compliance with the Identification of Safety Concerns process specified herein.

- 1) As safety concerns are identified while working in the field, ATLAS shall report them immediately to the Contract Administrator.
- 2) Dial 9-1-1 if the safety concern is an emergency.

j. Facility Maintenance

ATLAS understands and will be in full compliance with all Facility Maintenance guidelines specified herein.

1) Areas Surrounding Worksite

ATLAS shall remove all generated debris from paved and unpaved areas surrounding worksite. ATLAS shall report any damage or repairs required within twenty-four (24) hours to the Contract Administrator.

2) Traffic Control Plans

ATLAS shall have the ability to produce traffic control plans and submit plans to the City's Development Services Department in the event a permit is required per the Contract Administrator. We have reviewed the sample form that is included at the end of the Request for Proposal, Appendix A.

ATLAS shall use two (2) flaggers when working on roads with more than four (4) lanes of traffic or when removing shade trees with a diameter at standard height (DSH) of greater than twelve (12) inches or palms taller than twenty (20) feet tall.

k. "No Parking" Signage

ATLAS understands and will be in full compliance with "No Parking" Signage guidelines specified herein.

ATLAS shall use only approved signs and post them on City property (parkway).

ATLAS shall be responsible for the following:



- 1) Post San Diego Police regulation "No Parking" signs that contain the following information:
 - i. "No Parking"
 - ii. The day and time (7:00 a.m. to 5:00 p.m.) of restriction; and
 - iii. ATLAS name and phone number where we may be reached during normal business hours.
- 2) ATLAS shall post "No Parking" signs twenty-four (24) hours in advance of commencing pruning, removal or tree planting work. ATLAS shall notify the San Diego Police Department, Traffic Division (619) 495-7800, of said posting.

No additional charges for delays in work due to parked vehicles shall be allowed.

6. INSPECTION, DISEASE AND PEST IDENTIFICATION

ATLAS shall regularly inspect all trees for presence of disease, pests, splits and breakages. ATLAS shall advise the Contract Administrator immediately if disease, insect, or rodent infestation is found; ATLAS shall identify the damage, disease, insect, or rodent and recommend control measures that may be taken.

- a. All trees known or suspected to be diseased/infested, ATLAS shall disinfect all tools and cut surfaces after each cut and between trees.
- b. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer, South American Palm Weevil or other high priority pests/ pathogens as determined by the County. ATLAS shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site. ATLAS will take this material to an offsite location that can take infested wood materials.

- c. No additional charges for disinfection or special handling shall be allowed.

7. PESTICIDE TREATMENT OF TREES

- a. ATLAS shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.



- b. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
- c. ATLAS understands that following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. ATLAS understands that this list is not all-inclusive or exhaustive.
 - 1) Propiconazole
 - 2) Tebuconazole
 - 3) Thiabendazole
 - 4) Emamectin benzoate
 - 5) Imidacloprid
 - 6) Dinotefuran
 - 7) Bifenthrin
 - 8) Carbaryl

8. AVOID NESTING BIRDS DURING CONSTRUCTION AND TREE TRIMMING

ATLAS has reviewed the information outlined here and will make sure to avoid nesting birds during construction and tree trimming.

ATLAS shall inspect the area for active nests. Most birds conceal their nests carefully and will not be visible to the average observer; but they do give obvious clues of their whereabouts. There are several ways to detect bird nests:

- 1) Look on the ground for concentrations of white-colored droppings, then check the vegetation above;
- 2) As you walk through an area, look for birds flying out of vegetation close to you and intensely watching you; they may have a nest nearby;
- 3) Watch for birds that may be bringing nest material or food repeatedly to one place. Birds tend to place their nests just on the undersides of the tree canopy and where branches join together. If adult birds are observed flying to and from a nest, or sitting on a nest, it can be assumed that the nest is active.

With the exception of imminent tree or limb failure that would cause significant damage or injury to persons or property as determined by a City of San Diego arborist, tree pruning or tree removal must be stopped any time there are active nests observed in the tree. Keep watch on the active nest, and when the chicks have left the nest and activity is no longer observed around the nest, it is safe to continue pruning the tree. All stop in work due to nesting activity must immediately be reported to the Contract Administrator.