



REQUEST FOR PROPOSALS

TO PROVIDE
ON CALL TREE TRIMMING AND MAINTENANCE SERVICES
FOR THE
TOWN OF WINDSOR
PUBLIC WORKS DEPARTMENT PROPOSALS

DUE: 5:00 PM on January 6, 2022

TOWN OF WINDSOR
PUBLIC WORKS DEPARTMENT
8400 WINDSOR ROAD, BUILDING 100
P.O. BOX 100
WINDSOR, CA 95492-0100

Town Contact:
Jim O' Brien, Project Manager
jobrien@townofwindsor.com
(707) 838-1012

Approved for Release:

A handwritten signature in black ink, appearing to read "Shannon Cottrell", is written over a horizontal line.

Public Works Director / Town Engineer

11/23/2021

Date

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**TOWN OF WINDSOR
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE
ON-CALL TREE TRIMMING AND MAINTENANCE SERVICES
FOR THE
TOWN OF WINDSOR PUBLIC WORKS DEPARTMENT**

1. PURPOSE AND PROJECT DESCRIPTION:

The Town of Windsor (“Town”) is soliciting proposals from qualified arborist/tree service companies to provide on-call tree pruning and maintenance services on an as-needed basis as further described herein (“Services”). All respondents to this Request for Proposals (“RFP”) shall be properly licensed for the performance of the Services in accordance with California law.

Proposal Deadline: As stated on front cover of RFP
Number of Copies: Submit one (1) sealed proposal
Return proposal to: Town of Windsor, Public Works Department
8400 Windsor Road
Windsor, CA. 95492
Re: On-Call Tree Trimming Services RFP

2. SCOPE OF SERVICES

A. Background Information.

The Town of Windsor wishes to engage the services of a qualified arborist/tree service on an on-call basis to provide tree trimming and tree maintenance during and after business hours. Due to a significant amount of work to be completed, the Town is seeking a tree service company to complete tree trimming and maintenance work requests, including clean-up of debris from trees, along street rights of way, creek and public rights of way.

B. Description of Services.

The scope of services required by the Town is more particularly set forth in Attachment A to this RFP, which is attached to this RFP and incorporated herein. The precise scope of services to be incorporated in the agreement shall be negotiated between the Town and the successful proposer, if any.

C. Term of Services.

The award of the contract will be for a three-year period.

3. PROPOSAL REQUIREMENTS.

Qualifying proposals must address all of the following points, in the following order:

A. Transmittal Letter.

The proposer shall submit a transmittal letter and introduction including company name and address, and the name, address and phone number of the contact person who will make any presentations regarding the proposal. This letter shall include the following:

- 1) Be signed, by a member of the company/firm with the authority to commit to a contract on behalf of the firm, if applicable, offering the proposal;
- 2) Acknowledgement of receipt of any addenda received, if applicable;
- 3) Include a statement to the effect that the proposal is valid for not less than one hundred twenty (120) days; and
- 4) Statement that the proposer, if selected, is prepared to enter into the Master General Services Agreement with the Town of Windsor (see Attachment C); and
- 5) Statement that the proposer, if selected, shall provide the required insurance and endorsements as required by the Town of Windsor (see Attachment C).

B. Services Approach and Scope of Services.

Describe how the services will be provided, including a brief general description of the techniques and tools that you would likely utilize in completing the scope of services. Include an estimate of the approximate length of time it will take to arrive to an on-call request for services from the Town. Note any changes or additions to the work descriptions that may have been overlooked or which help clarify the work tasks.

C. Responsible Personnel.

List the supervisor-in-charge and others who will be directly involved with the provision of services. Provide a concise statement of qualifications, relevant experience and licensure of each person who will contribute to the performance of the Services, including all International Society of Arboriculture (ISA) Certifications. List the estimated amount of time each person will contribute in the performance of services. Include an organizational chart of key personnel involved, including the Principal-in-charge, arborist/foreman and crewmembers, and a minimum of three references, including names, addresses and phone numbers, who may be contacted and who know the work of the proposed Arborist/Foreman.

D. Related Experience.

List at least three (3) references under which the proposer has performed landscape maintenance services for a public entity during the past five (5) years. The list must identify the following information for each project:

- Description of Services.
- Contract amount and length of contract term.
- Public agency name, contact person name, title, and telephone number.

E. Company Description and Financial Information.

Provide relevant information regarding the company and its organizational stability and strength. This includes a statement of organizational ownership (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of the organizational structure (e.g., owner, partners, board of directors, joint venture partners, etc.).

F. Cost Proposal.

Provide a detailed cost proposal to perform the work set forth in the Scope of Services using the forms attached hereto as Attachment B. The estimate must include all of the following:

- Hourly rates for all individuals who will be assigned to the project. Projected percentage increase for subsequent year two and three of the contract.
- Hourly rates assigned to vehicles and equipment that are used intermittently. (separate rate sheet)
- Travel costs that will be charged for each on-call assignment.
- Other expenses the selected contractor would charge in connection with the work, such as disposal fees, telephone costs, any equipment/material/service costs that would be charged by contract in connection with the work contemplated in this RFP.

4. **Submission of Proposals.**

Deliver one (1) copy of the proposal in a sealed envelope to the above-listed address on or before **5:00PM, January 6, 2022**. All responses must be signed with the firm's name and by a responsible officer. The outside of the envelope shall identify the name of the respondent and labeled, "2022 On-Call Tree Trimming and Maintenance Services." The Town reserves the right to extend the date by which the responses are due. The Town reserves the right to reject any or all responses, to waive any informality or irregularity in any response, and to be the sole judge of the merits of each response. Proposals failing to comply with the requirements of this RFP may be considered non-responsive. All proposals shall remain the property of Town and shall be retained by the Town.

5. **Evaluation Criteria.**

Responses will be evaluated based on the background and references, financial capacity, qualifications, services offered and the cost proposal submitted by the respondent. The respondent who is selected will be notified of their selection. Notices will also be mailed to all respondents who are not selected. The Town does not commit itself to: (i) awarding a contract, (ii) defraying any costs incurred in preparation of a response or proposal, or (iii) contracting for the Scope of Services. The Town reserves the right to be the sole judge of the merits of each proposal.

6. **Negotiations.**

The Town reserves the right to enter into negotiations with any and all respondents who are invited to submit proposals. Such negotiations may include, but will not necessarily be limited to, any and all terms and conditions for compensation. The Town reserves the right to request additional information and/or clarification from any and all respondents. The Town may require interviews with the top candidates regarding responses and/or proposals. Nothing herein shall require the Town to enter negotiations or conduct interviews with any or all respondents.

7. Master General Services Agreement.

The firm selected to provide the scope of services shall be retained under the Town's Master General services agreement. A sample of this agreement is attached to this RFP as Attachment C and is incorporated herein. The Town will not consider alterations to its standard maintenance services agreement.

8. Contract Award.

The contract, if awarded, shall be made, in the sole judgment of Town and in the best interest of the Town, to be the most qualified.

9. Inquiries.

Any inquiries regarding this Request for Proposals should be sent in writing to the following individual and email address: Jim O'Brien at jobrien@townofwindsor.com .

10. Compliance with Law.

Proposers shall comply with all applicable laws and regulations of the federal, state and local government. Proposers are hereby notified of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Scope of Services is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Proposers shall agree to fully comply with such Prevailing Wage Laws, if applicable. The successful Proposer shall defend, indemnify and hold Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the successful Proposer and all subcontractors employed by it on the Town's project to comply with all California Labor Code provisions, which include but are not limited to contractor registration, certified payroll records, prevailing wages, employment of apprentices, hours of labor and debarment of contractors.

11. Background Check of Workers Required.

The successful proposer shall not use any employee or worker to perform any work under the contract who has a conviction for any offense listed in California Public Resources Code section 5164(a)(2). The successful proposer shall be responsible for conducting background checks of its employees and workers and shall do so in accordance with California Penal Code section 11105.3. Successful proposer may apply to the Town for a waiver to permit an employee or worker who has not passed the background check to perform work under the contract. Granting of waivers shall be in the Town's sole discretion and on a case-by-case basis. Successful proposer shall not perform any work under the contract until it has provided to the Town a certification stating under penalty of perjury that none of successful proposer's employees and workers who are performing the contract Scope of Services, with the exception of those for whom the Town has granted a waiver, has any convictions for the offenses listed in California Public Resources Code section 5164(a)(2).

12. Preliminary Schedule.

RFP released	November 29, 2021
Proposals due	January 6, 2022
Town review of Proposals	Week of January 10, 2022
Selection(s) made by	February 2, 2022
Council award	TBD

Attachments:

- Scope of Services (Attachment A)
- Cost Proposal Form and Attachments (Attachment B)
- Sample Town Master General Services Agreement (Attachment C)
- Sample Task Order (Attachment D)

ATTACHMENT A

SCOPE OF SERVICES FOR ON-CALL TREE TRIMMING / MAINTENANCE SERVICES

ARTICLE 1. SCOPE OF WORK

Section 1.01. Scope in General.

Work to be done consists of on-call trimming and/or removal of various trees, stumps or tree related debris from various locations in the Town of Windsor, upon request by the Deputy Director of Operations or his/her designated representative, hereinafter called the Tree Inspector. Work shall be done on an as-needed basis, upon request by the Tree Inspector for specific tasks as set forth herein.

This work is to be performed by a tree service contractor, licensed, insured and bonded to do business in the Town of Windsor. The work to be done will consist of removal of trees and/or stumps, trimming of trees, hauling and disposal of debris, and where necessary, repair or replacement to original condition of any damaged public or private property. Chipped waste material shall be disposed of within the Town, at a location of the Town's choice and at Contractor's expense. Logs, brush and other debris may be dumped at a separate location as designated by the Town at Contractor's expense.

Contractor shall be aware of and shall comply with Town Ordinances governing tree trimming work and traffic control regulations during work. Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications, pruning standards as set forth by A.N.S.I., the International Society of Arboriculture (ISA) Western Chapter, and subject to the terms and conditions of the contract.

Section 1.02. Beginning and Completion of Work.

The work shall commence as outlined in the Contractor's proposal and as directed by the Tree Inspector for each individual assignment. In the event that the Tree Inspector shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion.

ARTICLE 2. METHODS OF OPERATION

Section 2.01. Tree Trimming.

All trimming shall be completed upon request by the Town, and shall conform to the pattern tree(s) and follow these specifications:

1. Lightly trim all trees to lighten and balance the trees, removing no more than 25 percent of the live foliage in the tree.
2. Remove dead wood and crossing branches.
3. Remove all suckers and water sprouts.
4. Remove all diseased branches including but not limited to mistletoe.

5. Encourage radial distribution of all branches to provide sufficient number of scaffold branches to fill the circular spaces as concentrically as possible around the trunk.
6. Final trimming cuts shall be made just outside the branch collar area. Flush cuts which produce large wounds and weaken the tree at the cut or leaving excessive limb or stubs will not be acceptable.
7. Trees on which vines are growing shall have vines removed to the base of the tree in a manner that will not injure the tree nor cause scarring of low branches and tree trunks.
8. All trimming shall provide adequate clearance for any obstructed street sign, street light, building or other approved standard.
9. All trimming shall be performed in such a manner as to encourage and promote the natural growth and shape of the tree species. Topping and dehorning of trees shall not be permitted.
10. Over sidewalks, limbs shall be raised a minimum of 8 feet from grade to wood. Where there are no sidewalks or are located on the street side of a parkway, limbs may be retained below the minimum elevation on surfaces away from the sidewalk or street as long as they conform to the natural shape of the species.

Over residential streets, limbs shall be raised gradually from 8 feet at the curb to 14 feet over traffic lanes from grade to wood giving the appearance of an arch rather than an angle. Raise limbs over roof to minimum of 6 feet.

Over arterial streets, limbs shall be raised a maximum of 14 feet from grade to wood. A major arterial street may require a higher maximum over central traffic lanes for existing, mature canopy-forming limbs.

Whether over sidewalk or street, where the lowest limb is attached to a trunk above the desired elevation but extends below that elevation, it shall be cut back to a large lateral near the desired elevation, if possible, rather than removed altogether, in order to avoid giving the trunk a skinned appearance.

Trimming shall not exceed the amount necessary to achieve the specified elevation at the time of raising. No attempt to trim to a higher elevation to allow for future growth shall be permitted.

11. Clear street lights, but minimize effect to shape.
12. No lion-tailing. An effect known as "lion-tailing" results from pruning out the inside lateral branches. Lion-tailing, by removing all the inner foliage, displaces the weight to the ends of the branches and may result in sunburned branches, water sprouts, weakened branch structure, and limb breakage.
13. No climbing spurs shall be used while pruning trees.

Section 2.02. Tree Removal.

This section shall apply when requests are made by the Tree Inspector for removal, not encountered in block trimming.

All removals shall include:

1. Complete removal of trees, stumps, suckers, and adjacent surface roots.

2. If requested, wood 4 inches and 8 inches in diameter shall be cut into lengths 24 inches long and left, neatly stacked, at the job site for the resident.
3. Wood under 4 inches or over 8 inches in diameter is to be removed from the job site unless the resident specifically asks for it.
4. All wood waste is to be chipped and delivered to a designated Town facility.
5. Stump removal, by grinding to at least 10 inches below ground level.
6. Roots in the immediate area of the work site are to be removed either by grinding or digging out. USA required before digging.
7. The area is to be cleaned up and left in the condition that existed prior to the removal.
8. All depressions in the soil caused by stump or root removal shall be filled and compressed so as to leave the surface area, slightly raised (no more 9 than three inches above surrounding grade).

Section 2.03. Removal of Brush and Debris.

All trimming and debris resulting from tree trimming work shall be promptly chipped and removed from the work site and properly disposed of. (Town has first opportunity for chips). Upon completion of the trimming of each tree, or group of trees, the area shall be cleaned to a condition at least equal to that which existed before the trimming was started.

Section 2.04. Preservation of Property.

The Contractor shall carefully protect from damage all existing trees, shrubs, plants, and other growth and features; and, any damaged property shall be replaced or restored to their original condition to the satisfaction of the Town Tree Inspector or his representative.

Section 2.05. Inspection.

When work is completed and ready for final inspection, the Contractor shall so notify the Town Tree Inspector as soon as possible. Thereafter, the Town Tree Inspector or their duly appointed officer, will make the necessary inspection and if he/she finds that the work has been properly performed and completed in accordance with all terms of the specifications and contract, the work will be accepted and payment authorized.

Section 2.06. Equipment Storage.

The Contractor shall make his/her own arrangements for the storage of tools, materials, and equipment and shall assume all costs incurred therefrom.

Section 2.07. Re-Fueling

Should the Contractor need to obtain fuel while working in Windsor, it should be purchased locally.

Section 2.08. Damages.

The Contractor's operation shall not damage any private or public improvements, including sprinkler systems, utilities, brick work, landscaping, driveway, curb, gutter, sidewalk, or pavement. Any damage to these or other facilities resulting from the Contractor's operations shall be repaired or replaced in kind to industry standards.

The Contractor shall obtain a release from the individual homeowner after repairing sprinklers to assure the Town that the homeowner is satisfied. In the event that the damage is on Town property, contractor shall obtain a release from the Town Irrigation Crew after repairing sprinklers to assure that the Town is satisfied. The sprinkler system repairs shall be made within 48 hours from the time they are damaged.

Section 2.09. Tools and Equipment.

All tools, equipment and vehicles used in the performance of this work shall be subject to inspection and approval by the Town Tree Inspector. In general, standard tree trimming equipment shall be used and shall be maintained in satisfactory condition at all times and in compliance with OSHA regulations. Cutting tools and saws shall be kept sharpened to a condition that will permit the retention of an unabraded cambium edge on final cuts and bark tracings. Saws and pruners shall be disinfected with Lysol (R), listerol, alcohol, kerosene or a solution of one-part chlorine bleach in four parts water, which shall be applied to the tools to the point of run off before proceeding from one tree to the next. All wood shavings and sawdust must be cleaned off equipment prior to disinfecting. All tools, equipment and vehicles shall be clean, in proper working order, well maintained, regularly checked for safety and in compliance with all applicable laws and regulations.

Contractor shall supply as a minimum, but not limited to, the following equipment:

- (a) Safety, tagline and lowering ropes sufficient to work at heights required.
- (b) Power chain saws of adequate size and power for the work to be accomplished, to include two with 14" to 16" bar, one 21" bar and one with 36" bar.
- (c) A hydraulic pole saw with a minimum 10" bar, and 36" minimum pole is also required.
- (d) Hand saws, pole saws and loppers and miscellaneous small tools for efficient performance.
- (e) All required safety warning devices, personal safety equipment, complete first aid extinguishers.
- (f) Each crew to be equipped with one service body truck with 50' aerial tower/work bucket, chip box dump (min. 6 cubic yards) to haul chips and one 8" min. capacity chipper.
- (g) Use of climbing spurs or spiked shoes will not be permitted.

Section 2.10. Measurement and Payment.

The unit price called for in the proposal, attached hereto as **Attachment B** shall include full compensation for all labor, materials, equipment, repair of any damage or other operating expenses as necessary to complete the work, maintenance of traffic controls and signs, and any other incidental work to complete the work in all places and no further compensation shall be made therefore.

ARTICLE 3. MAINTENANCE OF TRAFFIC AND SAFETY REQUIREMENTS

Section 3.01. General.

Any Contractor performing work in a street right-of-way shall obtain a Town Encroachment Permit prior to any planned work. The Contractor shall follow all Town of Windsor, Construction Traffic Control Procedures (Doc #ICF-D-12) and take all necessary measures to maintain an adequate traffic flow to prevent accidents and to protect the site of the work. During construction, the Contractor shall, as far as practicable, keep the project site free of rubbish and debris and as safe a condition as possible.

A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of the tree maintenance operation demand closing the full width of an intersection, such closing shall be allowed only after the Contractor has secured permission from the Town and Tree Inspector and the duration of the closing must be for the minimum length of time possible. After said permission is granted, the Contractor shall make the necessary arrangements to provide temporary crossing or to re-route traffic away from said intersection, and provide and maintain barriers, guards, directional signs, watchmen, and lights at all detour points, in order to give adequate warning to the public at all times of the street tree operation and of the dangerous conditions as a result thereof. The Contractor shall also erect and maintain such additional warning and directional signs as may be furnished by the Town.

Section 3.02. Barriers, Lights, etc.

The above-mentioned barriers, safety lights, warning and regulatory signs, guards, temporary crossovers, and watchmen shall also be provided and maintained by the Contractor at his/her own cost over all portions of the work during implementation and until completion.

Provisions shall be made by the Contractor to insure operation of the safety lights throughout the evenings without interruption. No safety lights using inflammable liquids shall be permitted during the progress of the work and only electric, battery-operated safety lamps will be approved for this purpose.

Section 3.03. Utilities.

It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. Contractor shall conform to ANSI*Z133 standards and will exercise caution when working in vicinity of utility lines.

All work requiring excavation such as tree planting, stump and root grinding shall require an Underground Service Alert (USA) permit number before proceeding with any digging.

When in doubt, the Contractor shall contact the utility concerned before proceeding further. The affected agencies may be contacted at the following telephone numbers:

- Windsor Public Works Dept. (M-Th 7:00am – 6:00pm) (707) 838-1009
- After Hours On-Call Operator (707) 838-1000
- Windsor Streets On-Call Staff (707) 953-3355
- Pacific Gas and Electric (800) 743-5000
- Cablecom (888) 824-8219

*ANSI - American National Standards Institute

Section 3.04. Access to Driveways.

The Contractor shall notify residents of property adjoining the location of the work at least twenty-four (24) hours before the start of the tree maintenance operation on that street. The Contractor is responsible for posting "temporary no parking" signs at least twenty-four (24) hours before using the parking lane for tree maintenance operations. Efforts shall be made by the Contractor to minimize the duration of driveway blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

ATTACHMENT B - COST PROPOSAL

**TOWN OF WINDSOR
On-Call Tree Trimming and Maintenance Services
COST PROPOSAL FORM***

COMPANY NAME

ITEM	GENERAL DESCRIPTION	UNIT	1st Year (2022)	% Increase Per FY
SCHEDULED WORK				
1	LABORER RATE	Per Hour		
2	MAINTENANCE WORKER RATE	Per Hour		
3	SUPERVISOR RATE	Per Hour		
4	TRAFFIC CONTROL RATE	Per Hour		
5	SPECIALTY EQUIPMENT RATE <i>(Provide list on a separate sheet)</i>	Per List		
UNSCHEDULED WORK				
6	SERVICE CALL OUT MINIMUM CHARGE	Per Call		
7	LABORER RATE	Per Hour		
8	MAINTENANCE WORKER RATE	Per Hour		
9	SUPERVISOR RATE	Per Hour		
10	TRAFFIC CONTROL RATE	Per Hour		
11	SPECIALTY EQUIPMENT RATE <i>(Provide list on a separate sheet)</i>	Per List		
12	<i>*Proposer may attach their own price schedule showing the required information</i>	*		

Note: Other cost items may be negotiated with the Contractor awarded the work for as needed items not listed on this Cost Proposal (or attached) and will be identified in the individual Task Order.

Contractor Signature Line

Date

TOWN OF WINDSOR
MASTER GENERAL SERVICES AGREEMENT
WITH
Contractor/Vendor
FOR
Descriptive Title of Agreement
Contract #Eden Contract #

THIS MASTER GENERAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20__ (“Effective Date”), by and between the Town of Windsor, a municipal corporation (“Town”) and Contractor/Vendor (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing products and/or services to Town under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Products and/or Services.** Contractor shall provide the products and/or services generally described in the Scope of Services, or Contractor’s Bid as appropriate, attached hereto as Exhibit A and incorporated herein, and more specifically described in individual Task Orders to be attached to Exhibit A (collectively, the “Services”). The first such Task Order shall be identified as Task Order No. 1 and attached as Exhibit A-1. Subsequent Task Orders shall be identified and appended accordingly.

The prices will be in effect throughout the Term of this Agreement and may not be modified except by an amendment of the Agreement in accordance with its terms.

The Town will have no obligation to pay the Contractor unless and until the Town issues a Purchase Order Number, the Contractor provides the products and/or services required, and the Contractor submits an invoice to the Town in accordance with this Agreement.

2. **Compensation.**
 - A. The Town will pay Contractor for the products and/or services that are actually provided in accordance with this Agreement. To be eligible for payment, Contractor’s invoices must be submitted not more often than monthly to the Town and list the products and/or services provided/performed and the amounts to be paid according to the Bid Prices.

- B. The total compensation for the full performance by Contractor under this Agreement shall be “not to exceed” the total fee amounts of each Task Order as described in paragraph A. Contractor shall be compensated for products and/or services in addition to those described in Exhibit A, only if Contractor and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such products and/or services. In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified in Paragraph B above, without prior written authorization of the Town Manager.
- C. Contractor shall not be paid any compensation until Contractor has complied with the Town's Business Registration Ordinance, as more fully described under Article 19 of this Agreement, below.
- 3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on **Expiration Date**, unless sooner terminated in accordance with Article 4, below.
- 4. **Termination.** The Town may terminate this Agreement without cause by giving at least ten (10) days’ written notice to the Contractor specifying the termination date. Upon receipt of such notice, the Contractor may continue to provide products and/or services in accordance with this Agreement through the date of termination. The Town shall pay Contractor for all products and/or services actually provided in accordance with this Agreement through the date of termination.

The Town may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor’s bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by the Town:

- A. Contractor shall be entitled to payment for all products provided and/or services performed to the date of termination to the extent such products and/or services were provided to the satisfaction of the Town in accordance with the terms and conditions of this Agreement;
- B. The Town may retain and/or recover from the Contractor at no additional cost to the Town, the plans, specifications, drawings, reports and other design documents and work products prepared by Contractor pursuant to this Agreement, whether or not completed;
- C. The Town may complete the unfinished products and/or services itself or have the unfinished products and/or services completed;
- D. The Town may charge Contractor, or deduct from monies that may be due or become due to the Contractor under this Agreement, the difference

between the cost of completing the unfinished products and/or services pursuant to this Agreement and the amount that would otherwise be due to the Contractor had Contractor completed the products and/or services in accordance with this Agreement; and/or

- E. The Town may employ any other legal remedies the Town may have.
5. **Contractor's Representation as Independent Contractor.** The Town and the Contractor agree that the Contractor will provide products and/or services pursuant to this Agreement as an independent contractor and not as an employee or agent of the Town. Persons employed or utilized by Contractor in the performance of this Agreement will not be employees or agents of the Town. This Agreement shall not be construed as an agreement for employment.
 6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing products and/or services pursuant to this Agreement. Town shall furnish to Contractor no facilities or equipment, unless the Town otherwise agrees in writing to provide the same.
 7. **Licenses, Permits, Etc.** The Contractor shall, at Contractor's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for providing products and/or performing services.
 8. **Time.** The Contractor shall devote such time to the provision of products and/or the performance of the services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
 9. **Inspection.** All products furnished and services performed shall be subject to inspection and approval by the Town. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
 10. **Conflict of Interest.** Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with its performance under this Agreement. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of Town. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise Town and Town may, at its sole discretion, immediately terminate this Agreement. If the Town determines that the Contractor must file a Form 700 Statement of Economic Interests, as required by the Town's Conflict of Interest Code, Contractor shall do so in a timely manner as required by the Town.

11. **Contractor No Agent.** Except as Town may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.
12. **Standard of Performance.** Contractor shall provide products and/or services in the manner and according to the standards observed by a competent practitioner of the business in which Contractor is engaged in the geographical area in which Contractor operates and will perform as required by this Agreement in a substantial, first-class manner.
13. **Assignment/Transfer.** Contractor shall make no assignment or transfer in whole or in part of this Agreement without the prior written consent of Town.
14. **Subcontractors.** Contractor shall directly provide all products and/or services, and shall not subcontract any portion of performance under this Agreement without the prior written consent of the Town. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Contractor shall furnish a separate schedule of names and addresses of subcontractors, if any, and shall notify Town if changes in subcontractors occur.
15. **Internal Revenue Service Form W-9.** The Town may determine that the Contractor must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by the Town to comply with regulations of the United States Department of the Treasury. If such is the case, the Administrative Services Department shall provide the Contractor with the required form. Contractor shall complete and file the form with the Town before any payment under this Agreement is rendered.
16. **Business License.** Contractor shall file and require all its subcontractors to file, a Business License Application as required by the Town. The Administrative Services Department shall provide the Contractor with the required form. Contractor and all its subcontractors, if any, shall complete and file the form with the Town and shall pay or cause to be paid the business license fee before any payment under this Agreement is rendered.
17. **Compliance With All Laws.** Contractor and any subcontractors shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance. Contractor's failure to comply with any law(s) or regulations(s) applicable to the performance under this Agreement shall constitute a breach of contract.

Such laws include, but are not limited to, the California Prevailing Wage Law, California Labor Code section 1720 et seq. If services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” then the services constitute a public works within the definition of section 1720(a)(1) of the California Labor Code. Accordingly, the services described in Exhibit A shall be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all applicable requirements contained in **Exhibit B**, which is attached to and made a part of this Agreement. To the extent that any other government agency or entity provides compensation for any services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.

18. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee of the Contractor or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

19. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Article. All such notices shall be sent by: (1) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt, or (2) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a non-business day.

Town: [Department Director or Project Manager name](#)
[Town of Windsor](#)
[P.O. Box 100](#)
[Windsor, California 95492-0100](#)
[\(707\) 838-Phone Extension](#)
[Email Address](#)

Contractor: [Contractor Contact Name](#)
[Company Name](#)
[Mailing Address](#)
[Mailing City, State, Zip](#)
[Phone #](#)
[Email Address](#)

20. **Ownership of Documents.** All plans, specifications, reports, designs and other documents prepared by the Contractor pursuant to this Agreement shall be and remain the property of the Town. Except as may be otherwise required by law, Contractor shall not disclose data, plans, specifications, reports or other documents pertaining to the products and/or services provided pursuant to this Agreement without the prior written consent of the Town.
21. **Internet-Ready Deliverables.** If applicable to this Agreement, each contract deliverable shall be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:
- A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized “.pdf” files, if possible.
 - B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as “.tif” files, with the largest side no larger than four inches.
 - C. Large maps are to be formatted as “.jpg” files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
 - D. Short text documents with no graphics are to be in MS Word 2016 or later.
 - E. Freestanding charts, graphs and listings are to be in MS Excel 2016 or later.
22. **Indemnification.** To the full extent allowed by law, Contractor shall indemnify, defend with counsel acceptable to Town, and hold harmless Town and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Contractor 's performance under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Town.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days to the tender of any claim for defense and indemnity by the Town, unless this time has been extended by the Town. If the Contractor fails to accept or reject a tender of defense and indemnity

within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the Town, may be retained by the Town until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Contractor to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

23. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement 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 by the Contractor, Contractor's agents, representatives and employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), and including Products and Completed Operations Liability coverage if applicable.
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Contractor shall sign a declaration as described in California Health and Safety Code Section 19825.

- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Worker's Compensation: Statutory limits; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Town of Windsor, its officers, officials, employees and volunteers are to be covered as Insureds as respects: liability arising out of work or operations as performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

The Worker's Compensation endorsement shall contain a Waiver of Subrogation against the Town. The Contractor shall provide to the Town an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against the Town of Windsor, its officers, officials, employees and volunteers for injuries to employees of the Insured resulting from work for the Town or use of the Town's premises or facilities.

- E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Town.
 - F. Verification of Coverage. Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided those endorsements conform to the Town's requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
 - G. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 24. Amendment. This Agreement may be amended only by a written instrument executed by both Parties.
 - 25. Litigation. If litigation ensues between Town and a third-party which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from Town, agrees to testify therein at a reasonable and customary fee.
 - 26. Construction. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
 - 27. Governing Law; Venue. This Agreement shall be enforced and interpreted under the laws of the State of California and the Town of Windsor. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

28. **Non-Waiver.** The Town's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
30. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.
31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
32. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Town for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Windsor Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, Town may, by written request by any of the above-named officers, require that custody of the records be given to the Town

and that the records and documents be maintained by the Town. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.

33. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
34. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and Contractor shall survive the termination of this Agreement.
35. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.
36. **Electronic Signatures.** This Agreement may be signed by an electronic signature as defined in California Civil Code Section 1633.2 unless, in the Town's discretion, the Town requires that it be signed by a digital signature that complies with the requirements of California Government Code Section 16.5 and its implementing regulations, as the same may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

Consultant

Town of Windsor

Contractor Name
Title

Ken MacNab
Town Manager

Recommended for Approval:

Jeneen Peterson
Administrative Services Director

Shannon Cotulla
Public Works Director/
Town Engineer

Approved As to Form:

Town Attorney

ATTACHMENT D – SAMPLE TASK ORDER FORM

TASK ORDER NO. _____
Detailed Name of Task

This Task Order #Task Order # is entered into under the terms and provisions of the Master Add “Professional” or “General” Service Agreement between the Town of Windsor and Name of Contractor dated Effective date of Master Professional Service Agreement.

Project Understanding

Detailed description and purpose of this Task Order

Scope of Services

The Scope includes the following:

Add numbered list detailing scope of services.

Project Team and Town Coordination

Name and Title of Contractor, Contractor

Name and Title of TOW Project Lead, Town Project Lead

Name and Title of TOW Project Coordinator, Town Project Coordinator

Fee Estimate

Time and materials based on bid items in Cost Proposal

\$Hourly Rate per hour (x)	# Estimated hours	hours	=	\$Total Time Cost
Contingency:				Contingency Amt
Other – delete row if NA:				Amount
Other – delete row if NA:				Amount
Total not-to-exceed Fee:				\$Total not to exceed

Master Contract Total:

Task Order #1	\$
Total	\$

Schedule

Project timeline with milestone times/dates to be completed by

Invoices

Invoices shall include PO number, Task Order reference, description of work, and location/street address of work.

Executed on _____, at Windsor, California.

Consultant

Town of Windsor

Contractor Name
Contractor Title

Ken MacNab
Town Manager

Recommended for Approval:

Additional Contractor Name
Title

Janeen Peterson
Administrative Services Director

Shannon Cotulla
Public Works Director/Town Engineer