CONTRACT FOR PROFESSIONAL SERVICES FOR CITYWIDE TREE INVENTORY, GPS MAPPING, CONDITION AND HAZARD ASSESSMENT SERVICES

This AGREEMENT is entered into this 10th day of July, 2018, by an<u>d</u> between the CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY") and Davey Resource Group, Inc., a limited liability company ("CONSULTANT").

<u>RECITALS</u>

- A. The City desires to obtain professional services for citywide tree inventory, GPS mapping, condition and hazard assessment services.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

- 1. <u>CONSIDERATION AND COMPENSATION</u>
- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A hereto and incorporated herein by reference.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT as set forth in EXHIBIT A, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. <u>SCOPE OF SERVICES</u>.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.
- **3.** <u>PAYMENTS</u>. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4. <u>TIME OF PERFORMANCE</u>. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5. <u>FAMILIARITY WITH WORK</u>. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6. <u>KEY PERSONNEL</u>. CONSULTANT's key person assigned to perform work under this Agreement is Emily Spillett. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7. <u>TERM OF AGREEMENT</u>. The term of this Agreement shall commence upon execution by both parties and have an initial term of one (1) year unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing by mutual agreement as necessary to complete the project.
- 8. <u>CHANGES</u>. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- **9.** <u>TAXPAYER IDENTIFICATION NUMBER</u>. CONSULTANT will provide CITY with a Taxpayer Identification Number.

- **10.** <u>PERMITS AND LICENSES</u>. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11. <u>TERMINATION</u>. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work

satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. <u>INDEMNIFICATION</u>.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising from third party claims that are in connection with CONSULTANT's negligent of wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. DISCLAIMER REGARDING TREE FAILURE: The City recognizes that individual trees are biological systems subject to dynamic environmental conditions. Contractor will record tree inventory data based on visual observations made from the ground at the time of inspection. All related recommendations for future maintenance and risk ratings are guided by observable conditions and defects at the time of inspection. Contractor does not warranty the future condition or related risk of any tree to people or property
- C. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

- Except to the extent of an indemnification obligation set forth herein, to the maximum extent allowable under applicable law, CITY agrees that
 CONSULTANT shall not be liable for any monetary damages in excess of the amounts paid to CONSULTANT under this agreement. CITY agrees that
 CONSULTANT shall not be liable for lost profits, lost opportunities, consequential or incidental damages resulting from CONSULTANT's performance under this agreement.
- **13.** <u>ASSIGNABILITY</u>. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
- 14. <u>INDEPENDENT CONTRACTOR</u>. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. <u>AUDIT OF RECORDS</u>.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
- 16. <u>CORRECTIVE MEASURES.</u> CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. <u>INSURANCE REQUIREMENTS.</u>

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
- 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- Professional Liability Coverage. The CONSULTANT shall maintain 4. professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
 - 1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to

liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

- 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
- 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements.

The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

- **18.** <u>USE OF OTHER CONSULTANTS.</u> CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
- **19.** <u>FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE</u>. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. <u>CORRECTIONS.</u> In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. <u>NON-APPROPRIATION OF FUNDS</u>. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. <u>NOTICES.</u> All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

| CITY CONSULTANT | |
|-----------------|--|
|-----------------|--|

| City of Hermosa Beach | Davey Resource Group, Inc. |
|-------------------------|----------------------------|
| 1315 Valley Drive | 1500 N. Mantua Street |
| Hermosa Beach, CA 90254 | Kent, Ohio 44240 |
| ATTN: Glen W.C. Kau | ATTN: Emily Spillett |

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

22. <u>SOLICITATION</u>. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

23. <u>THIRD PARTY BENEFICIARIES</u>. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

24. <u>INTERPRETATION</u>. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

25. <u>ENTIRE AGREEMENT</u>. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

26. <u>RULES OF CONSTRUCTION</u>. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

27. A<u>UTHORITY/MODIFICATION</u>. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

28. <u>ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES</u>. The Parties agree that this Contract, agreements ancillary to this Contract, and related

documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

29. <u>FORCE MAJEURE</u>. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

30. <u>TIME IS OF ESSENCE</u>. Time is of the essence to comply with dates and schedules to be provided.

31. <u>ATTORNEY'S FEES.</u> The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

32. <u>STATEMENT OF EXPERIENCE</u>. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

33. <u>OWNERSHIP OF DOCUMENTS.</u> It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

34. <u>DISCLOSURE REQUIRED.</u> (City and Consultant initials required at the following paragraph)

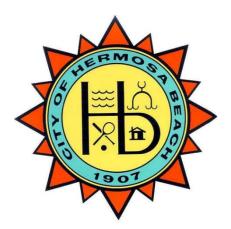
By their initials next to this paragraph, City and Consultant <u>hereby acknowledge that Consultant</u> is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____ Consultant Initials _____ **IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

| CITY OF HERMOSA BEACH | | CONSULTANT |
|--------------------------------|-----|--|
| Jeff Duclos, Mayor | By: | Emily Spillett, Davey Resource Group, Inc. |
| ATTEST: | | |
| Elaine Doerfling, City Clerk | _ | Taxpayer ID No. |
| APPROVED AS TO FORM: | | |
| Michael Jenkins, City Attorney | | |
| | | |
| | | |

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Request for Proposal [RFP No. 18-01] To Provide Services For Citywide Tree Inventory, GPS Mapping Condition & Hazard Assessment



CITY OF HERMOSA BEACH Glen W. C. Kau, P.E. Public Works Director/City Engineer 1315 Valley Drive Hermosa Beach, CA 90254

RFP DATES

Request for Proposal Posting: Mandatory Pre-Bid Meeting Written Question Deadline: Written Question Response Date: Proposal Due Date: Interviews: Tentative Final Selection/Negotiation: Tentative Award: 02/08/18 02/15/18 @ 11:00, Council Chambers 02/21/18 02/28/18 03/12/18 @ 11:00 a.m. TBD (If needed) TBD TBD

REQUEST FOR PROPOSAL

| PROPOSAL NUMBER: | RFP# - 18-01 |
|------------------------|--|
| PROPOSAL TITLE: | Citywide Tree Inventory, GPS Mapping, Condition & Hazard |
| | Assessment |
| REQUESTING DEPARTMENT: | Public Works - Engineering Division |
| RELEASE DATE: | Week of February 8, 2018 |
| DUE DATE: | Monday, March 12, 2018 @ 11:00 a.m. PST |

Notice is hereby given that the Department of Public Works of the City of Hermosa Beach will receive proposals. Each proposal must be submitted in a sealed envelope and clearly marked:

"RFP 18-01 Citywide Tree Inventory, GPS Mapping, Condition and Hazard Assessment." Failure to identify the proposal on the envelope may result in disqualification of the proposal.

Sealed proposals shall be submitted to the City Clerk's Office at 1315 Valley Drive, Hermosa Beach, CA 90254. <u>Proposals will be received until 11:00 a.m. PST, Monday</u>, March 12, 2018.

Proposals will not be opened at that time, but will be submitted to the Public Works Department for verification and compliance with specifications and subsequent interview of the top three candidates and selection of the most qualified firm for award of a contract, as deemed appropriate. The City reserves the right to make no award.

Proposals received after the deadline shall be considered late, not accepted nor opened and returned. Faxed or emailed proposals are not acceptable.

Please direct any inquiries regarding this RFP to Ells Freeman, Superintendent, at efreeman@hermosabch.org, by no later than 3:00 PM PST, Wednesday, February 21, 2018.

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CITY OF HERMOSA BEACH

REQUEST FOR PROPOSALS

RFP # 18-01

1 INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1.1 City Information

The City of Hermosa Beach is located within the southwestern coastal portion of Los Angeles County in what is commonly referred to locally as the "South Bay" area. The City is bounded on the north by Manhattan Beach, on the south by Redondo Beach, on the east by Redondo Beach and Manhattan Beach, and on the west by the Pacific Ocean. The City is a beach community with approximately 1.8 miles of beachfront. The City has a total land area of 1.4 square miles. The city is generally bound by Artesia Boulevard, Longfellow Avenue and 35th Street on the north, Harper Avenue and Reynolds Lane on the east, Herondo Street and 190th Street on the south and the Pacific Ocean on the west. Pacific Coast Highway (State Highway 1) runs north-south through the middle of the City.

The City of Hermosa Beach Public Works Department is seeking proposals from qualified individuals or firms to provide CITYWIDE TREE INVENTORY, GPS MAPPING, CONDITION AND HAZARD ASSESSMENT for the City of Hermosa Beach. Proposer(s) must have the expertise, experience and demonstrate resources available to perform the work described in the RFP.

1.2 Proposed Time Schedule

| Request for Proposal Posting: | week of 02/08/18 |
|--|-----------------------|
| Mandatory Pre-Bid Meeting | 02/15/18 @ 11 am, |
| | Council Chambers |
| Written Question Deadline: | 02/21/18 |
| Written Question Response Date: | 02/28/18 |
| Proposal Due Date: | 03/12/18 @ 11:00 a.m. |
| Interviews: | TBD (If needed) |
| Tentative Final Selection/Negotiation: | TBD |
| Tentative Award: | TBD |
| | |

1.3 Instructions to Proposers and Procedures for Submittal

Five (5) printed copies and one (1) electronic version of the proposal on CD or flash drive, of the proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP # 18-01, submitted only to the following address:

RFP 18-01, CITYWIDE TREE INVENTORY, GPS MAPPING, CONDITION AND HAZARD ASSESSMENT

City of Hermosa Beach Public Works Department 1315 Valley Drive Hermosa Beach CA 90254 Attn: Ells Freeman

Cost proposals, both printed and electronically on CD or flash drive, shall be in a separate sealed envelope.

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the submittal deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposal. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City.

Late proposals will not be accepted and will be returned to the Proposer unopened.

1.4 General Conditions

ADDENDUMS. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addendums will be posted on the City web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City's best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certification of Proposal (Appendix 4), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix 2).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City.

The contact person for all questions regarding this RFP is Ells Freeman, Superintendent. He can be reached at (310) 318-3880 or via e-mail at <u>efreeman@hermosabch.org</u>. Proposers may not contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.

LOCAL ASSISTANCE PROCEDURE MANUAL (LAPM). When used herein, it a reference to the Caltrans Local Assistance Procedure Manual.

NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race,

religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

PUBLIC RECORD. All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Hermosa Beach and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City Engineer before the Proposal Submittal Deadline.

2 PROPOSAL RESPONSE REQUIREMENTS

Five (5) printed copies and one (1) electronic version of the proposal on CD or flash drive, of the proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP # 18-01, submitted only to the following address:

RFP 18-01, CITYWIDE TREE INVENTORY, GPS MAPPING, CONDITION AND HAZARD ACCESSMENT

City of Hermosa Beach Public Works Department 1315 Valley Drive Hermosa Beach CA 90254 Attn: Ells Freeman

Cost proposals (fee schedule), both printed and electronically on CD or flash drive, shall be in a separate sealed envelope.

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP.

All proposals shall be submitted on standard 8.5" x 11" paper in hard-covered binders. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

2.1 Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

2.1.1 Company Data

Please submit the following information:

- Official name and address.
- Name, address, and telephone number of the Proposer's primary point of contact.
- Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
- Federal Employer I.D. Number.
- The address, telephone numbers and fax numbers of each of your firm's locations.
- A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.

- Number of years Proposer has been in business under the present business name.
- Number of years of experience the Proposer has had in providing required, equivalent, or related services.
- All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Type of Contract
 - Contracting Agency
 - Project Description
 - Project Manager
 - Developer of project
- Any failures or refusals to complete a contract and explanation.
- o Individuals/Firms who own an interest of 10% or greater in the proposing firm.
- Financial interests in other lines of business.

2.2 Organizational Chart

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms. The organizational chart shall identify which category(ies) are being proposed on.

It is the City's preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel, including sub-Consultants, during the term of the agreement that are outside of the consulting firm's control or if the City requests such change.

After contract execution the Consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-Consultants without prior written approval from the local agency. The Consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different sub-Consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of Consultant contracts, the Consultant's project manager must be a registered engineer in the State of California.

2.3 Resumes and Qualifications of Personnel

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the account. In its assessment of the proposal, City will place considerable emphasis on the commitment

by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.

Suggested Resume Format:

- Name
- Position
- Education
- Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.
- Summary of Experience
- In chronological order, most recent date first, summarize experience as it relates to the scope of work required for this RFP.
- Professional Memberships/Registrations

If sub-contractors are to be used as part of this proposal, a resume of the subcontractor and relevant experience is to be included in the same format.

2.4 References

Proposer must provide three (3) references for which Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description of services provided.

2.5 Overview and Approach

Understanding: Proposer shall include in this section their understanding of the Citywide Tree Inventory, GPS Mapping, Condition and Hazard Assessment Request for Proposal, and their understanding of the Scope of Work herein. Proposer must articulate a thorough understanding of acquiring a City Tree inventory; GPS mapping services and database format; tree condition and hazard assessment services.

Proposer shall provide a written description of their understanding of the work scope; the process/services to acquire/provide the deliverables as per the work scope.

Proposer must articulate a thorough understanding of the Citywide Tree Inventory, GPS Mapping, Condition and Hazard Assessment, the CEQA process, County and State requirements, and all other professional tasks as required to prepare a comprehensive approach upon which strategic plans can be developed.

2.5.1 Approach

Proposer must include in this section its approach to providing Citywide Tree Inventory, GPS Mapping, Hazard and Condition Assessment Services for the items of work noted in the Scope of Work and this RFP. The approach to the work plan shall be of such detail to demonstrate the Proposer's ability to accomplish project objectives. In this section, the Proposer is to include:

- Collection, capture and identification of Citywide Tee inventory.
 - Database format in the form of a GIS shapefile is preferred; Excel database in a compatible format is also acceptable
- Tree database shall include at a minimum:
 - Description of physical location, i.e., median on Valley Drive and Pier Avenue, northeast corner of Ardmore and 21St Street; latitude & longitude
 - Specie, type, size, condition/health status
 - Potential hazard(s); i.e., large branches, rotted/decayed/diseased; physical hazards nearby and/or adjacent to tree; potential to fall over; etc.
 - Recommended maintenance and/or mitigation efforts
- Proposer is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

2.5.2 Project Controls

Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

2.5.3 Quality Control/Quality Assurance (QA/QC)

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Consultant's method of ensuring that the Design personnel's quality of work is high.

Proposer must reference all duties as listed in the SCOPE OF WORK. Proposer must note any services NOT provided by their firm.

Proposer shall also list any resources, City assistance or other items expected to be provided by City (computer, office, etc.).

Proposer may additionally itemize those services which are further required in the servicing of the account but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES.

The Consultant shall list in the proposal all anticipated permits necessary for the successful delivery of the project.

2.6 Compensation/Payment Schedule

Proposer is required to submit hourly rates for all types of personnel required to perform the services described in this RFP. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

Cost proposals, both printed and electronically on CD or flash drive, shall be submitted in a separate sealed envelope with the proposal.

2.7 Proposal Forms

NON-COLLUSION AFFIDAVIT. Proposer is required to sign and submit the Non- Collusion Affidavit (Appendix 2).

INSURANCE. Proposer is required to sign and submit the Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services (Appendix 3).

CERTIFICATION OF PROPOSAL. Proposer is required to sign and submit the Certification of Proposal (Appendix 4).

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional/Consultant Services Agreement (Appendix 5) prior to execution of the contract.

3 PROPOSAL EVALUATION AND SELECTION

The City Engineer and/or his designee(s) will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest priced proposal, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer Evaluation scores will not be released until after award of proposal, if one is made.

Discussions may, at the City's option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

4 SCOPE OF SERVICES

4.1 Work Scope

The development of the CITYWIDE TREE INVENTORY, GPS MAPPING, CONDITION AND HAZARD ACCESSMENT should consist of the following components or steps. The proposer's Scope of Work, Budget, and Schedule should incorporate these items.

The City seeks proposers to provide an approach that will result in the efficient and effective development or provision of services. The City is therefore open to proposers identifying a different organization of tasks, or recommending the addition of tasks, so long as the project objectives are met, and the rationale for additions or removal are clearly articulated.

The selected proposer is expected to provide labor, transportation, materials, equipment, expenses, and technical expertise to perform this project using best industry practices, such as those promoted by the International Society of Arboriculture (ISA). Firms submitting proposals for this work should clearly identify all relevant staff credentials, including ISA certification, for those individuals who will be assigned to this work.

The city has a large number of trees that located in Parks, Medians, planters and a Greenbelt that extends the length of the City. It has soil condition that is in the A and B groups. The A group is west of Pacific Coast Highway and the B group is east of Pacific coast Highway.

- 4.1.1 Establish and verify all locations for trees to be inventoried
- a. Meet with city appointed staff for clarification of each location to be inventoried
- b. Discuss any special provisions needed

4.1.2 Establish schedule and timeline to complete the project

- a. Project schedule shall be limited to a 60 calendar day timeline from start to finish
- b. Additional time needed will require to be requested/approved by the city representative in advance

4.1.3 GPS Mapping

- a. All tree locations shall be mapped with the latest available software and mobile application technology
- b. Data to be provided to support GIS layering (GIS shape file)

4.1.4 Determine tree species

a. Tree species information will be used to help establish proper maintenance and care for trees

4.1.5 Condition evaluation

- a. Provide information as too condition of tree health
- b. Provide detailed description if tree is found to be in poor health or diseased
- c. Provide recommendation for trees found to be in poor health

4.1.6 Hazardous assessment

a. Determine if tree or any part of the tree presents a safety concern to the public

b. Description of what the task entails

4.2 Work To Be Performed or Provided By the City

- a. Prepare and process requests to the City
- b. Distribute public information
- c. Prepare and execute Agreements with other agencies or entities
- d. Administer consultant contract
- e. Upon contract award, City will provide copies of available records
- f. Act as a liaison with the appropriate decision making bodies.

4.3 Project Progress

Progress Review Meetings shall be held at intervals deemed appropriate by the City. At or before each of these meetings, the Consultant shall furnish four (4) copies of all completed or partially completed, plans, and estimates for each alternative which have been developed or altered since the last Progress Review Meeting.

Progress Reports shall be submitted at five (5) weeks intervals, indicating progress achieved during the reporting period in relation to the progress scheduled. The Consultant shall provide the City with four (4) copies of the Progress Report at least one working day before the Progress Meeting.

4.4 Standards of Work

4.4.1 Conflicts/Design Exceptions.

In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

4.5 Compensation

The method of payment shall be primarily at Specified Rates of Compensation but may include Cost per Unit of Work. The proposal should include hourly rates for all types of personnel required to perform the services described in this RFP.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs. The consultant shall utilize its' in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultants shall not exceed 10%.

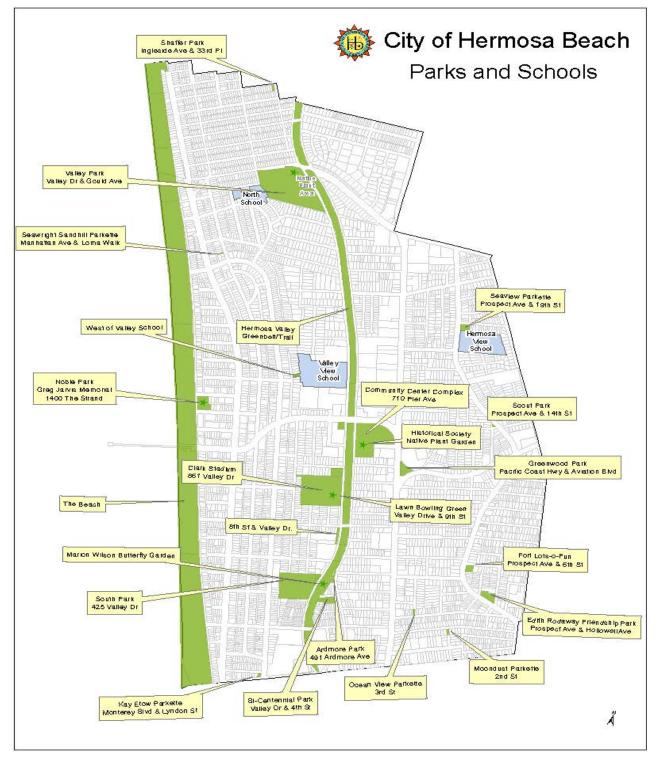
4.5.1 Invoicing

Invoices are to be submitted monthly. The invoices shall reference the project title, and list charges by task, worker classification, hours, billing rate, and totals.

A sample invoice shall be submitted prior to payment to agree on the format to be submitted when invoicing the City. Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

| CONTRACT | | | | | |
|----------|-------------|-------------|----------------|----------|-----------|
| Contract | Total Prior | Contract | Total Contract | Contract | Total |
| Amount | Contract | Work | Amount | Percent | Amount |
| | Billings | Performed | Performed To | Complete | Remaining |
| | _ | this Period | Date | | for the |
| | | | | | Contract |

APPENDIX 1 - LOCATION MAP OF PARKS



APPENDIX 2 - NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

- 1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This Proposal is genuine and not collusive or sham.
- 3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Hermosa Beach or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 7. I have not entered into any arrangement or agreement with any City of Hermosa Beach public officer in connection with this proposal.
- 8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Name of Authorized Representative Title of Authorized Representative

APPENDIX 3 - CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

| Consultant: | Name (Please Print or Type) |
|-------------|-----------------------------|
| Ву: | Consultant's Signature |
| Date: | |

This executed form must be submitted with Scope of Work proposal.

APPENDIX 4 - CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) No. 18-01.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By:______(Authorized Signature)

Title:

Date:





Proposal Response to RFP No. 18-01 Citywide Tree Inventory, GPS Mapping, Condition & Hazard Assessment

March 12, 2018



Local Representative

Dorothy Abeyta Project Developer (925) 391-5969 Dorothy.Abeyta@Davey.com

Western Region Office 6005 Capistrano Avenue Suite A Atascadero, CA 93422

Company Headquarters 1500 N Mantua Street Kent, OH 44240

www.daveyresourcegroup.com

Exhibit A



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Proposal Response for RFP No. 18-01 to the City of Hermosa Beach

J



March 12, 2018

CITY OF HERMOSA BEACH Public Works Department

Hermosa Beach, CA 90254

Attn: Mr. Ells Freeman

1315 Valley Drive

Corporate Headquarters

1500 North Mantua Street

P.O. Box 5193

Kent, Ohio 44240-5193

330,673,5685

Toll Free 1 800 828 8312

Fax 330,673,0860

Dorothy Abeyta

ISA Certified Arborist WE 9795AM

Tree Risk Assessment Qualified

925 391 5969

RE: Citywide Tree Inventory, GPS Mapping Condition & Hazard Assessment

Dear Mr. Freeman,

Davey Resource Group, Inc. "DRG" is pleased to provide you with this proposal which describes, in detail, our team approach to your Citywide Tree Inventory, GPS Mapping & Hazard Assessment project. Our team has crafted this project scope based on the City's RFP, accompanying addendums and our understanding of your urban forest management goals. We understand that this project is a priority for city staff, leadership, and the residents of your community. Our proposal has been structured to best meet your community's particular needs and expectations.

DRG has the experience and qualifications to successfully complete this project within your timeline and budget. We have a full complement of ISA Certified Arborists with TRAQ certificates and college-educated urban foresters - and can expand our complement to meet tight deadlines, if necessary.

DRG is a wholly owned subsidiary of the Davey Tree Expert Company with an unmatched legacy in the tree care business. Since 1990, Davey Resource Group has completed over 1,000 tree inventories across the nation. No other company has successfully completed as many tree inventories or master plans as Davey Resource Group.

If you need additional information or clarification on the enclosed proposal, please feel free to contact our local representative at (925) 391-5969 or dorothy.abeyta@davey.com.

Sincerely,

Kenneth A. Juellin

Kenneth A. Joelin Vice President Davey Resource Group, Inc.



Proposal Response for RFP No. 18-01 to the City of Hermosa Beach

Proposal Section 2.1 | Company Data

Company Contact Information

Corporate Headquarters

Davey Resource Group, Inc. 1500 North Mantua Street Kent, OH 44240 EIN: 82-1948528 www.davey.com/drg (866) 661-4148 (330) 673-0806 FAX

Regional Office

Davey Resource Group, Inc. 6006 Capistrano Avenue Atascadero, CA 93422 (805) 481-7500 (805) 461-8501 FAX Ken Joehlin Vice President Ken.Joehlin@Davey.com (330) 283-8015

Dorothy Abeyta Project Developer Dorothy.Abeyta@Davey.com (925) 391-5969

Davey Resource Group, Inc. "DRG" is a subsidiary of The Davey Tree Expert Company, with corporate

headquarters located in Kent, Ohio. The Davey Company has provided arboricultural services since its inception in 1880. In 1979, the company was purchased from the Davey family by its employees. It is now one of the largest employee-owned organizations in the country, employing more than 9,000 people. We currently maintain offices throughout the United States and Canada.

Since Davey was founded in 1880 as North America's first tree care company, The Davey Tree Expert Company has



held to a philosophy of excellent service and integrity. Davey, an employee-owned company, is committed to providing high quality, dependable services and advanced technical expertise. The philosophy of company founder John Davey was, "Do it right or not at all." Today, this heritage of excellence is reflected in Davey's dedication to innovation, research, and development. Davey has an enduring commitment to our employees through education, safety, and implementation of innovative work methods. The tradition of quality service and value makes Davey the right choice for creative solutions in today's rapidly changing world of vegetation and environmental management.

DRG is the consulting company within The Davey Tree Expert Company. The Western Region is headquartered in Atascadero, California with regional offices in Northern and Southern California, Missouri, Texas, the Pacific Northwest, New York, and Florida. DRG's mission is to offer technical consulting to natural resource managers, including public and private organizations and companies,

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utility companies, municipal organizations, and other government jurisdictions. DRG provides urban, traditional, and utility forestry solutions; natural resources and environmental planning; research and development; and consulting services. Our clients include governmental agencies, cities, military bases, universities, park districts, utility companies, golf courses, land developers, environmental organizations, and commercial properties.

DRG is committed to providing high quality consulting services, with results focused on the needs of our clients and the communities we serve. The DRG management team brings an extensive background of consulting experience to this project, as well as the flexibility and dedication to meet the objectives. We look forward to the opportunity to partner with the City of Hermosa Beach on this important project.

| Contract Period | Contract Type | Contracting Agency | Project Description | Project Manager | Project Developer |
|--------------------|-----------------------|--|--|--------------------|----------------------|
| 2018 - ongoing | Professional Services | College of Southern Nevada | Tree Inventory & Software | Bova | Abeyta |
| 2018-ongoing | Professional Services | City of Tracy | Urban Forest Canopy Analysis & Management Plan | McKeand | Abeyta |
| 018 - ongoing | Professional Services | LA County Dept of Beaches & Harbors | On-Call Consulting Arborist | Bova | Abeyta |
| 2017 - ongoing | Professional Services | Santa Clara County | Tree Inventory, Software, On-Call Arborist | Bova | Abeyta |
| 2017-ongoing | Professional Services | City of Woodland | Canopy Mapping, Analysis & Master Plan | McKeand | Fenkner |
| 2017-ongoing | Professional Services | City of Sacramento | Urban Forest Management Plan, Comprehensive Canopy Analysis, i-Tree Analysis, Historic Assessment | McKeand | Fenkner |
| 2017 - ongoing | Professional Services | Balboa Park Conservancy | Tree Inventory & Software | Bova | Fenkner |
| 2017-ongoing | Professional Services | City of Merced | Tree Inventory, Analysis and Urban Forest Management Plan | Spillett, McKeand | Abeyta |
| 2016 to 2018 | Professional Services | City of Los Altos | Tree Inventory/i-Tree Analysis | Scott McKeand | Fenkner |
| 2016 to 2017 | Professional Services | City of Boulder | Tree Inventory/i-Tree Analysis | Scott McKeand | Sultan |
| 2016 to 2018 | Professional Services | City of Patterson | Urban Forest Management Plan, Tree List Canopy Assessment Historic Tree Ordinance, Maintenance Recommendations/ Schedule | McKeand Lanham | Fenkner |
| 2016 to 2017 | Professional Services | City of Atwater | Urban Forest Master Plan | McKeand | Fenkner |
| 2016-ongoing | Professional Services | Disneyland Resort | Tree inventory, canopy study, pest monitoring | Bova | Karcher |
| 2015 to 2016 | Professional Services | City of Citrus Heights | i-Tree Analysis, Canopy Assessment, Urban forest Master Plan | Bova | Fenkner |
| 2015 | Professional Services | San Joaquin Delta College | Tree Inventory, I-Tree Analysis, Management Software | Bova | Fenkner |

DRG Western Region Contracts During the Past Five Years

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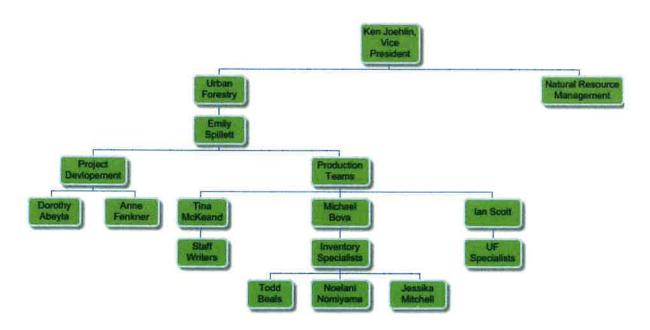


Proposal Response for RFP No. 18-01 to the City of Hermosa Beach

| 2015 | Professional Services | Butte-Glenn Community College District | Tree Inventory, I-Tree Analysis, Management Software | Bova | Fenkner |
|---------------|------------------------------|--|--|---------|---------|
| 2015 | Professional Services | City of Pacific Grove | Tree Inventory, i-Tree Streets Analysis, Tree Canopy Assessment | Bova | Fenkner |
| 2014 to 2017 | Professional Services | City & County of Denver | Tree Inventory | McKeand | Sultan |
| 2014 | Professional Services | City of Mountain View | Urban Forest Management Plan | Bova | Karcher |
| 2013 | Professional Services | City of El Cerrito | Municipal Tree Inventory i-Tree Eco Assessment Software Management system | Bova | Karcher |
| 2013 | Professional Services | City of Clovis | Tree Inventory, i-Tree Streets Analysis, Urban Forest Master Plan, Software Management System | Bova | Karcher |
| 2013 | Professional Services | City of Berkeley | Inventory, i-Tree Report | Bova | Karcher |
| 2013 | Professional Services | City of Stockton | Municipal Tree Inventory | Bova | Karcher |
| Failures or r | efusals to complete | e a contract and e | xplanation: NONE | | |

Individuals/Firms who own an interest of 10% or greater in the proposing firm: **DRG is employee owned.** Financial interests in other lines of business: **NONE**

Proposal Section: 2.2 | Organizational Chart





Qualifications of the Inventory Specialist can be foruns in Section 2.3 Resumes and Qualification of Personnel. Inventory Specialists with the same qualifications and experience are interchangeable for this project. Although every effort will be made to start and finish with the same inventory team, it cannot be guaranteed.

Proposal Section 2.3 | Resumes and Qualifications of Personnel

Select Staff

DRG Arborists are aligned and operate as a cohesive team. All are International Society of Arboriculture (ISA) Certified Arborists, some with advanced certifications that include risk assessment and municipal specialties. Along with senior leadership to ensure project success, we have assembled the following staff resumes for the City of Hermosa Beach. These individuals are representative of DRG candidates with direct experience in evaluating trees and assessing risk to the public and property. A strength of DRG is our ability to reassign additional qualified candidates from throughout our vast national service territories. Upon contract award, DRG will finalize and arrange for staffing to meet the project needs.

Emily Spillett | Western Region Operations Manager – Urban Forestry

Emily Spillett is an Operations Manager, with sixteen years of professional experience working with utility forestry, urban forestry, land use planning, and natural resource management issues with Davey. Ms. Spillett currently manages a variety of municipal projects in California, Oregon, Washington, Colorado, Oklahoma, and Texas. Ms. Spillett holds a Bachelor of Science degree in Environmental Forest Biology from the State University of New York College of Environmental Science and Forestry. She is a 2013 a graduate of from the Municipal Forestry Institute. Ms. Spillett serves as the President on the Board of the California Urban Forest Council and is a member and volunteer for the Western Chapter of the International Society of Arboriculture.

Michael Bova | Project Manager

Mr. Bova is a Certified Arborist, Registered Consulting Arborist and Certified Tree Risk Assessor. He presents more than 25 years of practical experience with with public agencies serving as a professional arboriculture and landscape industry advisor. He offers well-developed management skills evidenced by over 15 years of successful supervisory, managerial and executive responsibilities. Mr. Bova has authored numerous detailed technical and consulting reports for a variety of clients throughout the Central Coast and Southern California. A list of his educational accomplishment and professional certifications follow:

- 2005, Master of Science, with Distinction, in Agricultural Science with a specialization in
 - Education, California Polytechnic State University, San Luis Obispo, CA
 - 1986, Bachelor of Science, Agricultural Science, California Polytechnic University, Pomona
 - 2012, American Society of Consulting Arborists Consulting Academy Graduate
 - Certified Arborist, International Society of Arboriculture #WE-3372A
 - International Society of Arboriculture Tree Risk Assessment Qualified (TRAQ)
 - Registered Consulting Arborist, American Society of Consulting Arborists #549

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Jessika Mitchell | Inventory Specialist

Jessika Mitchell is passionate about engaging, educating and inspire community members to participate in understanding and sustainability of the urban forest in which they live. She is an educator and an International Society of Arboriculture Certified Arborist with TRAQ certification. Prior to joining DRG in 2017 Ms. Mitchell served TreePeople.

- Loyola Marymount University, earned her BA in History from University of California, Los Angeles
- Certificate in Horticulture and Gardening from UCLA Extension.
- ISA Certified Arborist and Tree Risk Assessment Qualified (TRAQ)

Noelani Nomiyama | Inventory Specialist has been with DRG since 2015. She is an ISA Certified Arborist with more than ten years of experience in tree and landscape maintenance. Noelani is a graduate of Brigham Young University. She attended in BYU Hawaii where she was responsible for plant identification, propagation, and care of native species. At BYU Utah she worked in landscape maintenance and performed greenhouse cultivation and maintenance. She began her professional tree career as a crew leader and climber and has hands on experience in identifying tree maintenance and management needs in the field. Noelani's experience as an inventory specialist is very broad. She has completed tree inventories in California, Colorado, Utah, Nevada, and Oklahoma for DRG. Noelani brings a broad range of tree identification and tree maintenance expertise to the DRG inventory team.

- B.A. Brigham Young University
- ISA Certified Arborist (UT-4565A)

Tina McKeand | Urban and Community Forestry Specialist for Davey Resource Group. Her current and most recently completed assignments include urban tree canopy assessments and urban forest master plans for Plano, TX and Tulsa, OK (Up With Trees), resource analyses (using i-Tree), urban tree canopy assessments, and urban forest master plans for the cities of Mountain View, Citrus Heights, and Manhattan Beach, California. Previous noteworthy and unique projects include a Forestland Assessment and Management Plan for Anchorage, AK; a Portland Bureau of Planning project - Initial Assessment of Portland Street Trees as a Public Asset; a canopy assessment and Urban Forest Master Plan for Roseville, CA; canopy assessments for the cities of Bonney Lake and Port Angeles, Washington; and she was a co-author and illustrator for a US EPA project Stormwater to Street Trees on the use of Stormwater retention strategies in cities across the United States. Ms. McKeand is a former urban forester for the City of Yuma, Arizona, a former president of the Arizona Community Tree Council, a volunteer for the Western Chapter of the International Society of Arboriculture, and currently serves on the Nevada Division of Forestry Advisory Committee.

- Board Certified Master Arborist and Municipal Specialist (WE-5005BM)
- Municipal Forestry Institute (Graduate 2007)

Dorothy Abeyta | Project Developer

Dorothy Abeyta is a Project Developer for the Davey Resource Group specializing in urban forestry and environmental resources. Dorothy served as the landscape manager for the City of San José Special Assessment Districts for over 15 years and has vast knowledge of municipal and commercial landscape



management, landscape renovation and conversion techniques for environmental stewardship. Dorothy spent the early part of her career as an independent landscape consultant, writer, speaker and consulting arborist. Drawing on over 30 years of experience in the fields of arboriculture, stormwater and landscape management, plant pathology and soil science, Dorothy brings a broad perspective to the field of landscape management and urban and community forestry. Dorothy is dedicated to continuing education, elevating our profession and working to insure visibility for our profession in the community.

- Master of Science, Plant Pathology. UC Riverside (UC Regents Fellow)
 - International Society of Arboriculture | Certified Arborist, Municipal Specialist (WE-9597AM)
 - Qualified Tree Risk Assessor (TRAQ)
 - Society of Municipal Arborists | MFI Class of 2007
 - Bay Area Urban Forest Ecosystem Council | Membership Coordinator
 - Rescape California | Qualified Design Professional

Proposal Section 2.4 | **References**

City of Atwater, California (2016 - 2018) - Tree Inventory and UFMP Lori Waterman, Grants Manager Iwaterman@atwater.org (209) 357-6206

The plan development process involved a comprehensive review and assessment of the existing community tree resource, including composition, value, and environmental benefits. The process explored community values, existing regulations, and policies that protect community trees. The Plan identifies methods of measurement and a target date for each of the strategies. The purpose of the Urban Forest Master Plan (UFMP) is to provide a guide for managing, enhancing, and growing Atwater's community tree resource over the next 25 years. The plan includes goals for long-range planning to promote sustainability, species diversity, and greater canopy cover.

City of Patterson, California (2014 - 2018) - Tree Inventory and UFMP Maria Encinas, Management Analyst <u>mencinas@ci.patterson.ca.us</u> (209) 895-8061

The initial project involved an inventory of all public trees using the TreeKeeper tree management software. i-Tree analysis was used to assess the existing community tree resource, including composition, value, and environmental benefits. The final phase of the project measured the community's needs in regard to the community forest by information gathering and building consensus to develop a comprehensive Urban Forest Master Plan that is flexible enough to grow with this rapidly expanding community. The purpose of the Urban Forest Master Plan (UFMP) is to provide a guide for managing, enhancing, and growing the community tree resource over the next 25 years. The plan includes goals for long-range planning to promote sustainability, species diversity, and greater canopy cover.



City of Los Altos, California (2016) - Tree Inventory and Analysis Chris Costanzo, UF Manager ccostanzo@losaltosca.gov (650) 947-2895

DRG collected tree inventory on approximately 7,000 trees located on public property throughout the City. Information gathered in the inventory was analyzed using i-Tree to provide critical baseline data on urban forest structure, functions and maintenance requirements. The data analyses serve as a platform for achieving short and long term management objectives, and for designing a comprehensive urban and community forest master plan. Treekeeper inventory management software and training was provided to City staff to use on a daily basis to provide clarity and enhance staff communication through documentation of community input and work orders as they relate the the urban forest.

Proposal Section 2.5 | Overview and Approach

Inventory: DRG intends to support the City of Hermosa Beach by performing a complete inventory of trees located in Parks, Medians, planters and a Greenbelt that extends the length of the City, estimated to be between 3,000 and 3,500 trees. All tree locations shall be mapped with the latest available software and mobile application technology. Data will be provided to support GIS layering (GIS shapefile) in the file format requested by the City. DRG will collect tree attributes as requested in the scope of work. Observable defects at the time of assessment will be noted and maintenance recommendations assigned. All observations are made from the ground.

Hazardous Assessment Option: During the inventory process trees identified as posing a potential risk to the public or property will be recommended for further assessment using Level 2 tree risk assessment methodology based on ANSI A300 (Part 9) 2017 standards, along with the companion publication Best Management Practices: Tree Risk Assessment, 2nd Edition, published by the International Society of Arboriculture (2017). The Level 2 Risk Assessment is offered as an additional optional service in the proposal pricing, *CHELK*

Tree Inventory Software Option: The tree inventory is proposed to be delivered with Treekeeper 8 software on a free trial basis for one (1) year subscription. Existing tree inventory data will be uploaded to the City of Hermosa Beach Treekeeper system and training for staff provided through webinar and online help tools. Costs to continue the subscription after the one-year trial subscription (to follow after inventory completion) are included as an option in the proposal pricing.

i-Tree Streets Analysis Option: This detailed analysis of the tree inventory includes vital information on urban canopy structure, function and value, both monetary and in ecosystem services the tree canopy provides. It provides the basis for a deeper understanding of this resource.

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2.5.1 Approach

Tree Inventory and Assessment Services

Davey Resource Group inventories are customized to meet each client's needs. All data needed to manage the resource is collected to the client's specification. DRG generally begins a project by obtaining the electronic files of aerial photos and base maps of the working area within the project site. These are imported into DRG's Work Planning Software (WPS) for field data collection purposes.

In general, DRG works with each client to determine which tree attributes should be collected. This varies based on your management needs. The ISA Best Management Practices guidelines were developed with the support of The Davey Institute.

Kick-off Meeting

To begin the project, the Project Manager and/or Coordinator will meet with City staff for a pre-project meeting. This meeting will serve a number of purposes. The first priority will be to determine routing of inventory arborists. With the department's assistance, we will map out a logical sequence for moving throughout the City. In addition to determining work sequence, we also meet to create a contact directory for our staff and yours. This will help us to define the best person(s) to contact if the need arises. At this point, we also give City of Hermosa Beach contact information for all DRG managers and field staff assigned to this project. This will give staff involved in this project a point of contact at any time. Also at this meeting we will ask for any parking information or City identification that might be needed. It is our intent to be well prepared going into the contract so that your staff's day-to-day duties are not interrupted by our presence.

Pilot Project

Once the project is kicked off, we will invite our staff contact to examine and approve of our first days of data collection to look for irregularities that may occur. This type of "pilot project" allows City of Hermosa Beach to make adjustments to the collection specification as needed once the data is viewed live. This is in addition to our quality control measures that takes place on a regular basis.

Once data collection has begun, we download it weekly into a website that is accessible by City of Hermosa Beach staff. Downloading allows you to see and monitor our progress. We also provide a weekly status report so that you know what areas we are working and how much inventory is left.

Data Collection

Davey Resource Group recognizes that accuracy and efficiency are necessary features of the data collection process and will remain a priority in determining tree locations and tree attributes. To achieve these goals, Davey recommends that a combination of Geographic Information System (GIS) and Orthoimagery be used. Generally, pen-based computers, customized with the desired tree attribute fields, Ortho-rectified aerial photographs, and other GIS information, will be the primary tools used to collect tree locations and data.



GIS-Based Data Collection

Specifically, Davey Resource Group has found that the most efficient and accurate method for mapping tree locations is to utilize a three-tiered system: GIS layers, Ortho-rectified aerial map data on a handheld computer, and the arborist's field judgment.

The GIS layers serve as the first tier of tree location during the inventory. The aerial map, ranging from street centerline shapefiles all the way to various resolutions of color orthophotography from a City/County GIS program, serves as the second tier of tree location. The data collector, the third tier, draws from experience and applies field judgment to make the ultimate decision based on what is seen in the field and often resolving the inconsistencies that can exist between map data and GPS signals. Used concurrently for each tree, Davey's inventory arborists utilize the best available GIS map information and Orthoimagery to quickly and accurately plot tree/site locations with sub-meter accuracy.

Using this approach, the entities will gain these advantages:

- 1. Increased production rates. Location data entry using GIS with accurate basemap information is nearly twice as fast as using GPS equipment. Inventory personnel are not limited by weather conditions or interference by buildings or other tall obstructions.
- 2. High level of location accuracy. GIS is only limited by the accuracy of the basemap information provided. However, for community forest management purposes and for other campus-wide use, such as for construction and utility projects, the accuracy of GIS locations is usually more than sufficient.
- 3. Faster project completion. With the increased production rates of this methodology and the decreased negative effects of weather and satellite factors, the project can be completed more quickly with less downtime.

Pen-Based Computer Technology

Davey Resource Group will utilize pen-based computers specifically configured for this tree inventory project. During the project, data from these field units will be uploaded directly to a desktop computer for processing and storage.

Pen-based computers offer several advantages:

1. Data entry is quick because collectors use simple input forms containing pick lists, checkboxes, and buttons to save time and money.



2. The computer only accepts certain entries, decreasing errors. All information on a particular tree must be entered before the collector can proceed. Cross Checking between fields occurs in real-time, as well, to prevent inconsistent results.



3. The data can be exported in file formats compatible with commercial GIS applications, including ArcCatalog[™], ArcView[™], ArcInfo[™], and AutoCAD[®], or plotted on paper maps.

Format Options for Data Deliverables

Davey Resource Group can deliver inventory data to each entity in a variety of formats for different systems. The most common formats for data deliverables are:

| Microsoft Excel [™] | ESRI® Shapefile | ESRI® GeoDatabase | Google Earth™ KML | TreeKeeper 8 [®] Software |
|------------------------------|-----------------|-------------------|-------------------|------------------------------------|
|------------------------------|-----------------|-------------------|-------------------|------------------------------------|

Our GIS/IT group is also able to work with a client's GIS/IT group to format the data for particular asset management software programs and systems already in place. We have successfully delivered tree inventory data for customers that use all programs including CityWorks, Hansen, Cartegraph, and GeoBlade.

Quality Control and Training

Davey will provide and assure the City an accurate and high-quality inventory project. Davey can make this assurance through these means:

- 1. Davey Resource Group's team of experienced, professional urban foresters will conduct the inventory.
- 2. All of our inventory arborists are Certified Arborists through the International Society of Arboriculture.
- 3. Davey's Information Technology Department also runs specific analysis software on the collected data to ensure consistency and accuracy.
- In addition to computerized quality checks and control, a senior inventory arborist on site regularly field checks data collected by other staff to assure adherence to city work specifications and national industry standards.



DRG will provide extensive quality control information with the following processes to ensure that the quality expectations are met and exceeded:

Clarity through respectful communication contributes to quality data collection.

Training – DRG is a professional organization that has the best training resources available to
ensure the highest quality inventory and species identification. We include Quality Assurance
within our inventory methodology to ensure quality data. All field staff will demonstrate
familiarity with Southern California regional dendrology prior to beginning work for the City of
Hermosa Beach.



- Data Collections Specification A clear understanding of the data and the methods for collection and categorization ensure high quality data. DRG will work with the City staff to develop a detailed specification before actual data collection begins.
- *Field Quality Check* At the beginning of the project, 10% of an individual arborist's information will be checked for quality and completeness. All aspects of data collection will be reviewed. As the project progresses, the percentage of quality-controlled information may decrease based on an individual's abilities.
- Status Updates The DRG Project Manager will provide weekly updates of the inventory collection progress in the format preferred by the City. Possible status update formats include: progress notes, excel, or Google spreadsheet, CAD files, SHP, and GeoDatabase plot maps.
- Quality Assurance Methods Where possible, quality control will be completed electronically so
 that quality checks are a permanent record of the data collected. This means there will be
 additional fields in the data files for quality control. Where this is not practical, quality control
 will be completed on paper forms, with a tally of all quality checks.
- Quality Assurance Reporting Quality assurance information will be tallied by week ending date and provided to the City Program Manager at least monthly, or in intervals desired by the Program Manager. Accuracy rates and classification of any errors will be included as appropriate.

Tree Attributes

In general, Davey Resource Group works with each client to determine which tree attributes should be collected. This varies based on your management needs. Most clients begin with the *International Society of Arboriculture (ISA) Best Management Practices* that were developed with the support of The Davey Institute. For this grant project, DRG recommends using these tree attributes. In addition, each client has a preference for inventory routing and the sequencing of trees within the GIS layers. The City's staff will guide our inventory specialist through the collection process. Rest assured that our inventory models are flexible to meet the needs of the City and its desired outcomes for the management of the tree resource.

Tree Inventory Data Fields

- 1. Location and Unique Identifier—DRG identifies the location of each tree and/or site. An X and Y coordinate will be generated for each tree site. DRG will also assign each tree a unique identification number.
- 2. **Description of Location** In addition to latitude and longitude a geographic direction (South, North, East and West) in relation to street will be identified for each tree.
- 3. Species—Trees are identified by genus and species using both botanical and common names,
- 4. **Tree Size**—Diameter is measured in ranges at 4-½ feet above the ground, or diameter at breast height (DBH).



- 5. **Condition Rating**—In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:
 - i. Excellent 100%
 - ii. Very Good 90%
 - iii. Good 80%
 - iv. Fair 60%
 - v. Poor 40%
 - vi. Critical 20%
 - vii. Dead 0%
- 6. **Maintenance Priority**—Each tree will be classified into one of the following recommended maintenance categories. These categories are adapted from the *Best Management Practices Guide for Tree Inventories* from the International Society of Arboriculture. Trees identified for removal will have supporting rationale in the comments section:
 - a. Large Tree Routine Pruning—Trees in this category have characteristics that could become risks if not corrected. Deadwood limbs are less than two inches in diameter.
 - b. **Small Tree Routine Pruning**—This category includes small-growing trees that can generally be maintained from the ground, *i.e.*, redbud, Mexican plum, etc., and other trees 20 feet or less in height.
 - c. **Training Pruning**—This category includes trees under 20 feet tall with correctable structural problems or minor amounts of deadwood that pose minimal threat of personal injury or property damage. Inexpensive pruning at this stage significantly affects the future of these trees. Young trees in this category that will be large at maturity generally require an annual pruning or inspection.
 - d. **Priority 1 Pruning**—Trees in this category need pruning to remove hazardous deadwood limbs greater than four inch diameter and/or have broken, hanging, or diseased limbs.
 - e. **Priority 2 Pruning**—These trees need pruning to remove hazardous deadwood limbs greater than two, but less than four, inches in diameter.

Note: Trees assessed as lower priority may fail before trees assessed as higher priority. There are many uncontrollable conditions, such as weather, pests, and human involvement, which can contribute to tree failure. Davey's assigned priority is meant only to be used as a guideline to make safety-driven maintenance decisions and direct normal tree maintenance programs efficiently. All priorities are based on observable defects at the time of assessment. All observations are made from the ground.

f. **Priority 1 Removal**—These trees have defects that cannot be cost-effectively or practically treated, have a high amount of deadwood, and pose an immediate hazard to a property or person. Davey recommends that these trees be removed immediately.



- g. **Priority 2 Removal**—These trees are not as great of a liability as Priority 1 Removals, being smaller and/or less hazardous, although they are also recommended for removal. Davey recommends that they be removed as soon as possible.
- h. **Priority 3 Removal**—Trees designated for Priority 3 Removal do not pose a public hazard and are small, dead, or poorly formed. Smaller dead trees and failed transplants are in this category. Large trees in this category are generally poorly sited, of inferior quality, and pose little to no threat to the community.
- i. **Stump Removal**—Stumps are identified separately since they may not be removed at the time of a tree removal.
- 7. **Observations** In addition to the Maintenance Priority assigned, the following specific maintenance observations will be collected as the most critical task:
 - Clean/Deadwood
 - End Weight/Thin
 - Reduce
 - Remove
 - Remove Stake
- Restore
- Stake/Train
- Structural Prune
- Treat Pest/Disease
- Clearance Issues Trees that are conflicting with buildings, lights, etc will be noted. Specific thresholds for noting clearance issues will be determined according to the City's needs.
- 9. Hardscape Damage The extent of damage to walkways, if present, will be identified.
- Additional Inspection Required The arborist may identify trees that warrant a secondary inspection beyond the scope of a routine inventory. These trees will be further evaluated using Level 2 Risk Assessment methodology.
- 11. Comments/Notes Comments that the arborist feels are warranted on a tree specific basis will be included. Trees that are identified for removal will have comments pertaining to the reason for recommended removal in the Observation field. Other comments can include items such as: Cavity, Decay, Co-Dominants, Improperly Pruned, Mechanical Damage, Pest Problem, Poor Structure, Previous Failure, Serious Decline, Signs of Stress, Leaning, etc.







Tree Inventory Project Timeline

Once authorization to proceed is received from the City, Davey Resource Group can comfortably meet the approximate sixty day deadline. Due to the size and nature of our team, we have the ability to start the project as soon as needed.

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|-------------------------------|---|----|---|---|----|----|---|------|-----|----|
| Inventory Project Task | Ĩ | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Task 1. Project Kick-Off | | | | | | | | | | |
| Task 2. Field Data Collection | | | | | | | | 12.1 | 1.1 | |
| Task 3. Data Delivery | | | | | | | | | | |

Optional Services: Enhancements to Scope of Work

Level 2 Risk Assessment Methodology Option

Using the tree inventory, Davey Resource Group's certified arborists with ISA Tree Risk Assessment Qualification will navigate to each of the trees identified as presenting a potential risk. A Level 2 tree risk assessment will be performed based on ANSI A300 (Part 9) 2017 standards, along with the companion publication *Best Management Practices: Tree Risk Assessment*, 2nd Edition, published by the International Society of Arboriculture (2017).

A **Level 2 Risk Assessment** includes a ground-based 360-degree review of all visual portions of the tree. The assessment does not include advanced analysis with special equipment or tools. In each inspection, the arborist considers various tree failure scenarios which help determine risk rating.. The failure mode (i.e., branch, whole tree, codominant stem) with the greatest risk will serve as the overall tree risk rating.

Simple tools may be used for measuring the tree and acquiring more information about it or any potential defects. However, the use of these tools is not mandatory unless specified in the scope of work. Measuring tools may include a diameter tape, clinometers, or a tape measure. Other inspection tools include binoculars, mallet, trowel, shovel, or probe.

The primary limitation of a basic assessment is that it includes only conditions that are detected from a ground-based inspection on the day of the assessment. Internal, belowground, and upper-crown conditions, and certain types of decay may be impossible to see or difficult to assess and may remain undetected.



Level 2: Basic Assessment Process

- Locate and identify the tree or trees to be assessed.
- Determine the targets and target zone for the tree or branches of concern.
- Review site history, conditions, and species failure profile. Assess general tree health.
- Assess potential load on the tree and its parts.
- Inspect the tree visually— using binoculars, mallet, probe, or trowel, as desired by the arborist or as specified in the scope of work.
- Record observations of site conditions, defects, and outward signs of possible internal defects and response growth.
- If necessary, recommend an advanced assessment.
- Analyze data to determine the likelihood and consequences of failure in order to evaluate the degree of risk.
- Develop mitigation options and estimate residual risk for each option.
- Develop and submit the report/documentation, including, when appropriate, advice on re-inspection intervals.

Ratings are determined by the following criteria:

- Likelihood of Failure. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- Likelihood of Impacting a Target. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls toward the target.
- Categorizing Likelihood of Tree Failure Impacting a Target. The likelihood of failure and the likelihood of target impact are combined in the matrix below to determine the likelihood of tree failure impacting a target.

| | Likelihood of Impacting Target | | | | | | |
|-----------------------|--------------------------------|-----------------|-----------------|-----------------|--|--|--|
| Likelihood of Failure | Very Low | Low | Medium | High | | | |
| Imminent | Unlikely | Somewhat likely | Likely | Very likely | | | |
| Probable | Unlikely | Unlikely | Somewhat likely | Likely | | | |
| Possible | Unlikely | Unlikely | Unlikely | Somewhat likely | | | |
| Improbable | Unlikely | Unlikely | Unlikely | Unlikely | | | |

• Consequence of Failure. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending upon the size of defect, distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but efforts will be made to assess them from the client's perspective.



Based on the assessment, each tree will receive a risk rating based on combining the likelihood of tree failure impacting a target and the consequence of failure in the matrix below.

| Likelihood of Failure | Consequences of Failure | | | | | |
|-----------------------|-------------------------|----------|-------------|----------|--|--|
| | Negligible | Minor | Significant | Severe | | |
| Very likely | Low | Moderate | High | Extreme | | |
| Likely | Low | Moderate | High | High | | |
| Somewhat likely | Low | Low | Moderate | Moderate | | |
| Unlikely | Low | Low | Low | Low | | |

Some trees may also be flagged for **future or additional levels of inspection**. This may be due to a variety of issues beyond the scope of a Level 2 inspection, such as additional tools are needed or the arborist is concerned with issues outside of the risk assessment timeline. Categories for future inspections include:

- Multi-year, annual inspection (e.g., a healthy tree that has been impacted by recent construction or other damage).
- Level 3 Risk assessment (e.g., a tree with a defect requiring additional or specialized equipment for investigation).
- Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).

Each tree assessed will also be provided a maintenance recommendation to mitigate risk. The following maintenance needs will be determined based on ANSI A300 standard specifications:

- Removal. Trees designated for removal have defects that cannot be practically or cost-effectively treated. The majority of trees in this category have a large percentage of dead crown or other significant defects.
- Tree Clean. Such trees require selective removal of dead, dying, broken, and/or diseased wood greater than 2 inches in diameter to minimize potential risk. Prioritization of pruning work should depend on the Risk level assigned.
- Restrict Access or Move Target. These trees may be large, specimen trees worth preserving, but have significant risk levels associated with them. Access can be restricted or targets moved to reduce risk.
- Cabling or Bracing. These trees have structural defects that could be corrected with advanced arboricultural methods such as installing cables or braces.

Notice of Disclaimer: Risk Assessment data provided by Davey Resource Group, a division of The Davey Tree Expert Company, are based on visual recording at the time of inspection. Visual records do not include individual testing or analysis, nor do they include aerial or subterranean inspection. Davey Resource Group is not responsible for the discovery or identification of hidden or otherwise non-observable hazards. Records may not remain accurate after inspection due to the variable deterioration of inventoried material. Davey Resource Group provides no warranty with respect to the fitness of the urban forest for any use or purpose whatsoever. Clients may choose to accept or disregard Davey Resource Group's recommendations or to seek additional advice. Important: know and understand that visual inspection is confined to the designated subject tree(s) and that the inspections for this project are performed in the Interest of facts of the tree(s) without prejudice to or for any other service or any interested party.



Work Product for Part A: Level 2 Tree Risk Assessment

The current tree inventory and mapping database for the City of Hermosa Beach will be updated by the Davey Resource Group. DRG will generate tables, indicating the risk level and tree part(s) involved, recommended maintenance activities, and mitigation measures and/or recommendations for further evaluation (Level 3 Risk Assessment) for each tree evaluated. The table will include potential targets, occupation frequencies, and risk level achieved after mitigation measures are completed. The database will also be used to generate various maps showing the location of each of the trees and potential targets.

An accompanying narrative will discuss all of the information in the data tables including, but not limited to the items listed in the Request for Proposal. The report will follow the protocol endorsed by the American Society of Consulting Arborists and be organized by the six report elements in an easy to understand language and format.

Tree Inventory Management Software Option

For this proposal DRG is offering TreeKeeper 8[®] as the preferred delivery format if the City decides to opt to use the TK8 one-year free subscription..

TreeKeeper[®] 8 Overview

TreeKeeper® 8 is the latest release of our flagship tree management software. It continues the TreeKeeper product line that has successfully led the industry for over 15 years. TK 8 was designed with integration in mind, allowing the user to interact with their urban forest data in a variety of helpful ways. Whether you are in the office or out in the field, coordinating your internal crews or outside contractors, or getting benefits information out to the public, this versatility makes TreeKeeper 8 very user-friendly and the most convenient tool to easily access information.

| TreeKeeper 8 is designed to: | TK 8 has Customizable Tree Attributes: |
|---|---|
| Manage tree inventories | Species, condition, DBH |
| Manage calls | Recommended maintenance |
| Manage work | Call and work histories for a tree site |
| Create reports | Tree valuation and benefits calculator |
| Provide an integrated mapping component | Call and work histories for a tree site |

Electronic files can be uploaded to TreeKeeper to be linked to the tree site, including digital photos, permits, correspondence or spreadsheets for individual tree sites.



TreeKeeper[®] 8 Suite Components

TreeKeeper® Software

TreeKeeper software is a comprehensive state-of-the-art approach to urban forest management operations. TreeKeeper is a Web-based software package that allows the client to manage tree inventories efficiently and effectively, register and track calls, generate work orders, create flexible reports, and allow for an easy-to-use mapping system. Anyone with internet connectivity can access Davey Resource Group's TreeKeeper management software. There are no restrictions related to the number of 'seats' or licensing requirements, and there is no limit to the number of concurrent users.

Integrated Mapping Component enables the user to have a system that is capable of mapping queries, zooming, panning, and moving tree points. It also supports multiple, simultaneous users, meaning that more than one user can interact with the database at the same time and changes can be viewed in real time. The mapping component allows the user to view TreeKeeper sites within a map-based system while still having all of the reporting and querying power of TreeKeeper management software.

The "map window" is used to access stored GIS map data from the map server either in ArcView[™] shapefile format or common image formats (aerial photos or scanned facility maps). It provides GIS functionality through its associated mapping tool buttons, including zoom, pan, identify, label, measure, and print tools. Basemaps can be toggled on/off and a key map tracks the main map position on a small-scale overview map of the user's choice.

Reporting Capabilities supported by a flexible reporting structure are additional great feature which allow the user to custom design reports and to save report layouts to run again in the future with other data. Once a report is saved, it remains dynamic and automatically includes any updates to the tree inventory data after the report was created. Reports also can be exported easily to other word processing and spreadsheet software applications for additional methods of analyzing and sharing data.

Tracking Capabilities and monitoring various types of data, including electronic documents, means that TreeKeeper is capable of tracking work histories, digital photos, letters to other entities or contractors, tree risk assessment forms, and other pertinent documents that the user may wish to associate with a given tree.

Field Options allow users to run TreeKeeper accessing their live TreeKeeper software program in the field by using a combination of a Windows[®] XP or higher enabled tablet computer and a cellular air card to access the Internet / network remotely in the field. This option requires no special software to be purchased by the user.

Software Training and Support is available in a variety of formats and time blocks. We can design a training package that meets the specific needs of the City's urban forestry program. Training sessions are eligible for ISA CEU credits as well.

TreeKeeper Mobile®

The TreeKeeper Mobile system is a new tool that allows users to access the same TreeKeeper dataset as the TreeKeeper Tree Management Software System. The TreeKeeper Mobile system is a native Android App, as well as an alternative mobile browser access point using Safari on an iOS device.



Proposal Response for RFP No. 18-01 to the City of Hermosa Beach

| TreeKeeper 7 - Pittsburgh, PA | Calc: Pin | Quercus Peluetris | Hork Type P3 Pruning | Jima Crew |
|-------------------------------|------------------|---------------------|-------------------------------------|-----------------------|
| Carlo de | 21 21 | Excellent | Priority Priority 1 | Status Requested |
| Oak: Pin | Tanta | Large Routine Prune | Date Perparates 3/13/2014 | Data Scharpulas |
| 2870 Samborn St. O Front 1 | Improperty Mulch | Further Impactant | Deter Compared | |
| DBH 21 Condition Excellent | None Needed | DATA COLLECTORI | 0 Hours, 0 minutes | Cost None |
| Move Site | Contenter | | Jan Prune these trees | Post Work Comments |
| 0 * * x # | A 6 | | Work Detects: 31 - JanéPruningWO | Incured Uneesigned |

sample screen shots of TreeKeeper Mobile on smaller iPhone 4 screen

The mobile system utilizes the location services or GPS availability of the smartphone or tablet computer to locate you automatically on the map. Nearby trees are marked with green markers, and you can quickly identify a marker to see brief details on the tree site, and bring up the full details of the site.

The user is able to fully edit all the data tied to the site, as well as assign new work records, complete existing work records, and log calls on the tree site. A user can also easily take a picture of the tree and associate it with the record, using the onboard camera with the iOS or Android OS device. A mechanism also exists for the user to be able to add new trees to the system by using the underlying Google provided aerial imagery, and GIS and GPS technologies to place the tree site on the map with a simple drag and drop.

Finally, trees can be queried by address, attributes, as well as assigned work records and planned work orders. All database updates occur in real time, so field updates are immediately reflected upon all other systems accessing the TreeKeeper database, including other mobile users, and office staff working with the TreeKeeper Tree Management Software system. Emergencies can be quickly communicated to the crews, by assigning a work order and alerting the mobile user that a work order needs immediate attention.

myTreeKeeper®

myTreeKeeper is a front-end access point for the TreeKeeper database intended for public access. It is a simplified website, that reduces the available attributes to the public users, so sensitive information such as recommended maintenance or risk categorization is not available. The purpose of this system is to aid the general public in learning more about the value of trees within the urban forest. Each tree is tied to the Tree Benefits calculations as derived from the US Forest Service's i-Tree model. Sets of trees are summed up so the site visitor can see the total benefits of the entire urban forest, or subsets of data derived by spatially selecting data on the map, or querying the database for particular attributes.

Hermosa Beach Citywide Tree Inventory, GPS Mapping, Condition & Hazard Assessment PROPOSAL March 12, 2018 Pa臣納ibit A



Proposal Response for RFP No. 18-01 to the City of Hermosa Beach

Many of the existing myTreeKeeper clients are taking advantage of the easy to create filters, that allow visitors to the site the ability to easily map important subsets of the public tree population. For example, some trees are emphasized with a "gold medal" which reflects that that particular tree is a top performer relative to the urban forest. This is a great way for the public to learn more about desirable trees, and bring to attention the "winners" of the urban forest. Other filters that have been created include trees with historic significance and trees at risk from invasive pests.



main screen of myTreeKeeper with Google Satellite View base layer and a quick view callout of a tree record



detailed myTreeKeeperview of a tree record that includes tree benefits for that individual tree

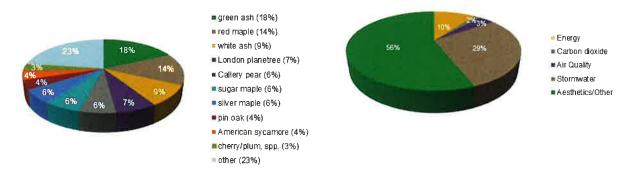
Hermosa Beach Citywide Tree Inventory, GPS Mapping, Condition & Hazard Assessment PROPOSAL March 12, 2018



Canopy Analyses Option (i-Tree)

Information on the current status of the urban forest will inform the City of both strengths and areas for improvement. Detailed analyses of the tree inventory data will determine the Urban Forest population statistics, e.g. Per-Capita tree population, urban forest age distribution, urban forest condition and health, species diversity, genera diversity, tree pests, and root impacts. DRG urban forest specialists will perform the tree inventory data analysis once the most current tree inventory data are available.

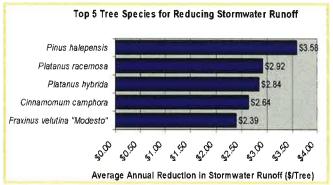
The i-Tree Streets report helps cities understand the function, structure, and value of their urban forest, and by utilizing a state of the art tree management software to maintain and manage their urban trees.



By conducting an i-Tree Streets analysis, the City will develop a true, scientifically based understanding of the benefits of their trees to the community. This includes the economic, social, and environmental benefits of trees. It also develops a scientific understanding of the composition, inventory, and, diversity of the urban forest. By utilizing the most current inventory, Davey Resource Group will begin an analysis of your entire urban forest.

The following quantification is available through i-Tree Streets:

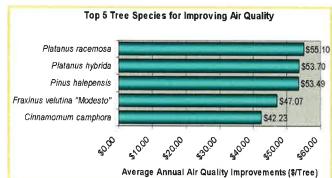
- Energy conservation.
- Air quality improvement.
- Carbon dioxide reduction.
- Stormwater runoff reduction.
- Property value increase.



In addition, i-Tree Streets calculates the following aspects of your tree resource:



- Structure (e.g., species composition, age distribution, canopy cover).
- Function (environmental and aesthetic benefits).
- Value (annual monetary value of benefits and costs).
- Management needs (e.g., recommended maintenance, stocking levels, tree conflicts).



When reports are generated, graphics such as the charts above can be included and utilized as part of a management plan.



Proposal Section 2.7 - **Proposal Forms**

APPENDIX 2 - NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

- 1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This Proposal is genuine and not collusive or sham.
- 3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Hermosa Beach or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- 7. I have not entered into any arrangement or agreement with any City of Hermosa Beach public officer in connection with this proposal.
- 8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Emily Spillett for Davey Resource Group, Inc.Production ManagerName of Authorized RepresentativeTitle of Authorized Representative

01-31-18_CityWideTreeGPSInventoryAssessment



APPENDIX 3 - CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: <u>Emily Spillett for DAVEY RESOURCE GROUP, INC.</u> Name (Please Print or Type)

By: Consultant's Signature March 12, 2018 Date:

This executed form must be submitted with Scope of Work proposal.

01-31-18_CityWideTreeGPSInventoryAssessment



APPENDIX 4 - CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) **No. 18-01**.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: <u>DAVEY RESOURCE GROUP</u>, INC. Bv: (Authorized Signature) Type Name: Emily Spillett Title: Production Manager Date: March 12, 2018

01-31-18_CityWideTreeGPSInventoryAssessment



Proposal Response for RFP No. 18-01 to the City of Hermosa Beach

City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ACKNOWLEDGEMENT OF ADDENDUM

RFP 18-01 CITYWIDE TREE INVENTORY, GPS MAPPING CONDITION, & HAZARD ASSESSMENT

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of Addendum No. 1 dated February 21, 2018

ATTEST:

Principal:

DAVEY RESOURCE GROUP, INC.

By:

Emily Spillett

Title:

Western Region Operations Manager

Hermosa Beach Citywide Tree Inventory, GPS Mapping, Condition & Hazard Assessment PROPOSAL March 12, 2018 Pa





Proposal Response for RFP No. 18-01 to the City of Hermosa Beach

City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ACKNOWLEDGEMENT OF ADDENDUM

RFP 18-01 CITYWIDE TREE INVENTORY, GPS MAPPING CONDITION, & HAZARD ASSESSMENT

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of Addendum No. 2 dated February 21, 2018

ATTEST:

Principal

DAVEY RESOURCE GROUP, INC.

By:

Emily Spillett

T rtle:

Western Region Operations Manager



Bid Sheet

Bid price shall include all labor, materials and fees, to complete Inventory, GPS, Species, Condition and Hazard Assessment

z

| A. | Unit Cost Per Tree | \$ 19,012.00 |
|----|---|--------------|
| | Nineteen thousand, twelve dollars and zero cents | |
| В. | Optional – Level 2 ISA Risk Assessment/Reports for 700 trees | \$ 40,790.00 |
| | Forty-thousand, seven hundred ninety and zero cents | |
| | Optional – i-Tree Analysis | \$ 5,870.00 |
| | Five thousand, eight hundred seventy dollars and zero cents | |
| C. | Software/GIS Shape File/App | \$ 0.00 |
| | Zero Dollars for duration of contract plus one additional year | |
| D. | Tax is included | \$ 0.00 |
| | Zero Dollars | |
| E. | TOTAL PROPOSED COST | \$ 65,672.00 |
| | Sixty-five thousand, six hundred seventy-two and zero cents | |

The contractor by his signature is attesting that he/she/they have performed a thorough field review, and that they are submitting a balanced bid proposal. They are also attesting that they have received any/all Addendums and that they included them with their bid proposal as required.

| Company Name | |
|--------------------------|--------------------|
| 1500 N MANTUA STREET, KE | NT OHIO 44240 |
| \ddress | |
| (866) 661-4148 | (330) 673-0806 |
| Telephone Number | Fax Number |
| amily Sallot | PRODUCTION MANAGER |
| Authonized Signature | Title |
| EMILY SPILLETT | MARCH 12, 2018 |
| Print Name) | Date |