

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT, effective this 19th day of March 2024 (“Effective Date”), is by and the CITY OF SAN PABLO, a municipal corporation organized and existing under the laws of the State of California, (“City”), and Hercules Tree Service & Landscape Construction, Inc., a California Corporation, (“Service Provider”).

RECITALS

A. Service Provider is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Service Provider for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Service Provider agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of San Pablo as described further in the City of San Pablo’s Request for Qualifications, dated to January 3, 2024 for the discipline of tree services, as described further in Exhibit A, and the Scope of Services set forth in the Service Provider’s proposal dated January 31, 2024, which is attached as Exhibit B and incorporated to the extent consistent with this Agreement. As specific services are needed (“Tasks”), City shall request Service Provider to provide a Task proposal including the time for performance and compensation. Service Provider shall not proceed with work until approved and directed by the City.

2. **Compensation.** The total compensation under this Agreement shall not exceed **Fifty Thousand Dollars (\$50,000)** for each fiscal year from Fiscal Year 2023/24 through Fiscal Year 2027/28 for a total compensation not to exceed **Two Hundred Fifty Thousand Dollars (\$250,000)** over five (5) fiscal years as follows:

On a completed deliverables basis, with a total amount paid for the delineated Tasks not to exceed \$50,000 for each fiscal year.

CONTRACT YEAR	NOT TO EXCEED AMOUNT
Year 1 (FY2023/24)	\$50,000
Year 2 (FY2024/25)	\$50,000
Year 3 (FY2025/26)	\$50,000
Year 4 (FY2026/27)	\$50,000
Year 5 (FY2027/28)	\$50,000
Total Compensation Amount	\$250,000

3. **Term**. The term of this Agreement (“**Term**”) begins on the Effective Date set forth above, and expires on June 30, 2028. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

4. **Method of Payment**. Payment shall be made within thirty (30) days of receipt of Service Provider invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification**. Service Provider shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Service Provider, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance**. During the term of this Agreement, Service Provider shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Service Provider, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Railroad Protective Liability**. If Service Provider services include work within 50 feet of a railroad right of way, the Service Provider shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. **Automobile Liability Insurance**. ISO Form Number CA 00 01 covering any auto (Code 1), or if Service Provider has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. Workers' Compensation Insurance. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Service Provider is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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

i. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. *Primary Coverage.* For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

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

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

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

e. Certificate of Insurance and Endorsements. Service Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and

endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Service Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the Service Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. Independent Contractor. At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City. City shall have the right to control Service Provider only insofar as the results of Service Provider's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Service Provider accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Service Provider and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. Warranty Against Defects. Service Provider warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Service Provider's or manufacturers standard warranty, Service Provider shall be solely responsible for the correction of those defects.

9. Labor Code Prevailing Wage. To the extent applicable, Service Provider shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages including:

a. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the

work by the Service Provider or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Service Provider shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Service Provider.

b. City will not accept a bid proposal or enter into Agreement, without proof that the Service Provider and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

10. **Notices.** This Agreement shall be administered by Richard Cabrera ("Contract Administrator"). Any formal written notice to Service Provider shall be sent to:

Hercules Tree Service & Landscape Construction
509 First Street
Rodeo, CA 94572

Any formal written notice to City shall be sent to:

City Manager
City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

11. **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*.

This Agreement is subject to federal funding. See Exhibit B.

☐

This Agreement is not subject to federal funding.

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12. **Employment Practices.**

a. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Contractor and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the

California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

b. **Compliance With Law.** Contractor represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Contractor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Contractor shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

13. **Local Subcontracting – Outreach.** Contractor shall contact the San Pablo Economic Development Corporation (the “EDC” at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

14. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time for cause or for convenience by mailing a notice to Service Provider. Service Provider shall be paid for that portion of goods accepted and/or services satisfactorily completed when notice is received. Service Provider may not terminate this Agreement.

b. Service Provider shall not assign or transfer this Agreement.

c. City reserves all rights and remedies available under the law and pursuant to the terms of this Agreement. If either City or Service Provider waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

g. This Agreement may be executed in duplicate counterparts.

h. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist amount counterparts of the document.

i. Service Provider covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

j. Service Provider shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Service Provider shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

k. Service Provider shall comply with current COVID-19 health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>. Service Provider shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

l. The Service Provider will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

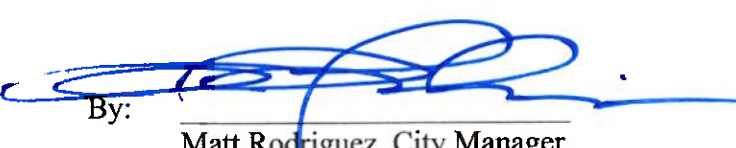
m. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

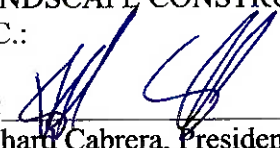
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SAN PABLO:

HERCULES TREE SERVICE &
LANDSCAPE CONSTRUCTION,
INC.:

By: 
Matt Rodriguez, City Manager

By: 
Richard Cabrera, President/CEO

Dated: 07/11/24

Dated: 7-1-24

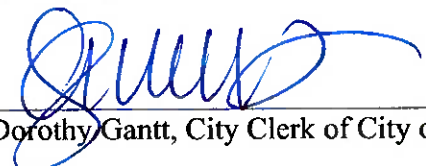
(Second signature required if a corporation)

By: 


Title: Secretary

Dated: 7-1-24

ATTEST:


Dorothy Gantt, City Clerk of City of San Pablo

APPROVED AS TO FORM:


Brian P. Hickey, City Attorney



CITY^{OF} SAN PABLO

City of New Directions

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS

On-Call Maintenance and Trade Services

January 3, 2024

Proposals Must Be Received By:

January 31, 2024 by 4:00 p.m.

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A. INTRODUCTION

1. About San Pablo

San Pablo is located in western Contra Costa County off Interstate 80, minutes away from the Bay Area cultural centers of Berkeley, Oakland and San Francisco. Interstate 80 is the principal arterial route between the Bay Area and Sacramento. The City of San Pablo is nestled between the cities of Pinole and Richmond and by the neighboring cities of El Cerrito and Hercules. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 32,000 in an area of approximately two and one-half square miles. Additional information about the City can be obtained from the City of San Pablo website: www.sanpabloca.gov.

2. Purpose for Request for Qualifications

The City of San Pablo ("City") invites qualified maintenance and trade contractors ("Contractor") to submit competitive Statements of Qualifications ("SOQ") in response to this Request for Qualifications ("RFQ"). The City seeks SOQs from qualified contractors to provide maintenance and trade services in the general disciplines described in the Scope of Work. Successful contractors will be used on an array of work throughout the City as needed.

To guide this effort, the City has developed a two-year budget to outline the proposed operating and capital expenditures. The FY 2022-2024 Adopted Biennial Online Budget Book can be viewed at: <https://www.sanpabloca.gov/407/City-Financial-Reports>

B. SCOPE OF WORK

The scope of services may include repairs, replacement, and various tasks related to City projects and operations. Under the general direction of City staff, qualified contractors may be responsible for, but not limited to, providing services in the disciplines listed below. Additional related services may be included.

	Discipline	Example Services
1	Mechanical	<ul style="list-style-type: none">• HVAC Systems
2	Plumbing	<ul style="list-style-type: none">• Potable Water• Roof Drainage• Sewer
3	Tree Services	<ul style="list-style-type: none">• Arborist Reports• Tree Trimming/Removal
4	Electrician	<ul style="list-style-type: none">• Building and Facilities Electrical Repairs
5	Concrete Construction Services	<ul style="list-style-type: none">• Concrete Restoration/Resurfacing/Repair• New Concrete Construction

Contractors should select the discipline(s) that best describe their area of expertise and the services proposed to be provided. Contractor(s) must have a principal office located in San Francisco Bay Area to be eligible for consideration.

Successful companies will be awarded an On-Call Master Agreement in the discipline(s) awarded. The Maintenance Superintendent or designee ("POC") will request fee proposals for individual projects as needs arise. Task Orders for the work will be separately awarded based on estimates supplied by the Contractor in writing which identify the number of hours to be worked and associated labor costs and equipment costs for a particular Task Order. Contractors shall clearly identify aspects of the work proposed to be completed by subcontractors. If during actual work the scope of work changes the Contractor shall notify the POC as soon as possible.

The selected contractor(s) shall use the City of San Pablo's standard Maintenance and Trade Services Agreement (Agreement.) A copy of the Agreement template is attached to this RFQ. Submitting a SOQ is acceptance of the Agreement as-is. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Being awarded an On-Call Contract is no guarantee of work during the term of the contract.

C. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. The City may, acting in its sole discretion, elect to reject any SOQ that it determines to be nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities.

The SOQ submittal shall be concise, well organized, and demonstrate expertise in the discipline(s) for the proposed services to be offered. Submittals shall be limited to 10 8½" x 11" pages. The proposal cover, table of contents, and dividers are NOT included in the page count.

Each SOQ must include the following, organized as Sections 1 through 5:

1. Letter of Interest / Cover Letter

A letter of interest/cover letter must be provided transmitting the firm(s) submittal for consideration. The cover letter shall include the primary contractor's name, contact information (phone and email) and business address. Summarize your understanding of the scope of services, identify the selected discipline(s) and briefly introduce your team. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Contractor team. The cover letter must state that the sample Maintenance and Trade Services Agreement is acceptable as-is. Please do not submit a SOQ and subsequently request changes to the template Agreement.

2. Firm(s) Statement of Qualifications

Provide the qualifications and experience of the firm(s) proposed for the work in the submittal. Reference related work which best illustrates your qualifications for the selected discipline(s). Specifically include other local agencies for which you provide on-call services. Include client name and contact information, description of work, and year of completion. These clients may be called as references for your company.

3. Scheduling Approach

Describe the Contractor's proposed approach to this type of work and if relevant the typical approach to work similar to this. The approach should identify how the contractor can provide short-notice on-call services and be flexible to potential changes in scope.

4. Prevailing Wage

California Labor Code requires the on public works projects, pay to workers must be not less than the general prevailing wage for the work being done, regardless of worker title. Any "contractor to whom (a) contract is awarded, and any subcontractor under (them), shall pay not less than the specified prevailing rates of wages to all (workers) employed in the execution of the contract." This does not apply to public works contracts of \$1,000 or less. All projects greater than \$1,000 require prevailing wage rates. Contractors are required to make and maintain certified payroll records available for inspection as requested by the City or the California Labor Commissioner for up to three years.

Responsive SOQs must state the Contractor's understanding and compliance with prevailing wage requirements on public works project.

5. Rate Schedule

Provide a company rate schedule in a format that will allow City staff to determine standard hourly labor classifications costs and equipment costs. Include any rate adjustments that are predicted to occur during the execution of the Agreement.

D. PROPOSAL CONDITIONS

1. Local Employment and Contracting Opportunities

a. Employment of Local Residents.

Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination

against Local Residents on the basis of their local status is prohibited.

b. Outreach to Local Businesses.

At least fourteen days prior to: (i) Consultant's submission of a Proposal that includes specified subcontractors and (ii) Consultant's award of any subcontract to a subcontractor not included in Consultant's Proposal, DBE will contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) and provide notice and details regarding subcontracting opportunities. The EDC will notify local businesses of subcontracting opportunities and provide technical assistance to local businesses during the subcontracting bidding process.

- 2. Questions.** Questions regarding this RFQ may be submitted *in writing only* and directed to Chiara Hanna email: ChiaraH@SanPabloCA.gov. Written responses will be provided in addenda to this RFQ posted via Planet Bids. Written questions must be submitted no later than January 17, 2024 at 4:00 p.m.

3. General Terms and Conditions

- a. All proposals, whether selected or rejected, shall become the property of the City.
- b. The cost of RFQ preparation shall be that of the Contractor and shall not be paid by the City.
- c. SOQs shall be signed by an authorized employee in order to receive consideration.
- d. City will not be responsible for SOQs delivered to a person or location other than that specified herein.
- e. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Maintenance and Trade Services Agreement (Agreement) requirements. A copy of the Agreement and Insurance requirements is included as **Exhibit 1** to this RFQ. Award of an agreement is subject to approval by the City Council of the City of San Pablo.
- f. Neither the City of San Pablo, it's City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFQ process.
- g. By submitting a proposal in response to this RFQ, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

4. Agreement Term

The anticipated duration of the agreement will be five (5) years. The term is expected to begin on April 1, 2024.

A template agreement is attached (**Exhibit 1**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to

perform the work will be required to comply with these terms.

E. SOQ PROCEDURE

1. Submission of Statement of Qualifications

All Proposals must be submitted via PlanteBids by January 31, 2024, no later than 4:00 p.m. ("SOQ Deadline").

Proposals may not be modified after the SOQ Deadline. No paper submittals will be reviewed or considered.

2. Contractor Selection Process

The first step in the evaluation process will be to determine that each submittal contains all forms and other information required by this RFQ. Any submittals missing the required information may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

All SOQs will be evaluated by a City of San Pablo Selection Committee. The Selection Committee, made up of key City staff and other parties that may have expertise or experience in the services described herein, will review all submittals deemed complete according to the evaluation criteria and weighting factors below. The Selection Committee will make independent random checks of one or more of the contractor's references.

The Selection Committee will establish a shortlist of contractors to be considered best qualified to perform the contract work. The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted. Staff will recommend a contract be awarded if contract negotiations are successful.

3. Evaluation Criteria

Proposals will be evaluated according to each criterion below. The scores for all the Criteria will be added for each proposal. The proposal with the highest score will be deemed as the best proposal. The total maximum score for any project is 100 points.

	Criteria	Maximum Points
A	Completeness of Response	Pass/Fail
B	Understanding of the Work	30
C	Experience with Similar Work	30
D	References	35
E	Local Subcontracting Approach/ Local Employment Approach	5
	Total	100

A. Completeness of Response (Pass/Fail)

Responses to this RFP/RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFP/RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

B. Understanding of the Potential Work for each Selected Discipline (30 points)

Demonstrated understanding of the work to be done for the City by each discipline proposed. Identification of potential issues and overall approach will be assessed.

C. Experience with Similar Work (30 points)

Experience of the contractor with similar projects, including local knowledge, expedited timelines, and working with local agencies, as appropriate.

D. References (35 points)

References for the Consultant and proposed staff for the disciplines selected.

E. Local Subcontracting Approach/ Local Employment Approach (5 points)

A consultant's successful use of the local subcontracting and local employment approach (Section D, Items 1a. and 1b.) or a documented good faith effort to succeed at using the City's local subcontracting and/or local employment approach.

4. Tentative Schedule

Below is a tentative schedule for the selection and procurement process. Dates are subject to change by City staff and/or unforeseen circumstances.

Item	Date
RFP/RFQ Release Date	January 3, 2024
Deadline to submit any questions	January 17, 2024, 4:00 pm
Proposal/SOQ submittal date	January 31, 2024, 4:00 pm
Proposal review	February 1-8, 2024
Selection/negotiation/award period	Mar 2024

F. ATTACHMENTS

Exhibit 1 – Template Maintenance and Trade Agreement

LETTER OF INTEREST / COVER LETTER

Hercules Tree Service & Landscape Construction

License # 974604
509 First st.
Rodeo Ca, 94572
(510) 799-8733
Richard Cabrera
herculestree@yahoo.com



San Pablo Public Works
1000 Gateway Ave.
San Pablo, CA 94806

Chiara,

I am inquiring on behalf of Hercules Tree Service and Landscape Construction in response to the On-Call Maintenance and Trade Services Request. After careful review HTS is interested in participating in the "Tree Services" "Arborist Reports / Tree Trimming/Removal" portion of the scope. The Maintenance and Trade Services Agreement is acceptable as-is.

HTS recently had an opportunity to showcase our talent and abilities with the City of San Pablo. We were hired by Daniel Garcia with Public Works to remove multiple Eucalyptus Trees along San Pablo Dam Rd. This project was completed safely, in a timely manner by orchestrating a traffic control plan and dispatching the necessary equipment and personnel. We pride ourselves in our ability to work safely and efficiently by using state of the art equipment. Safety, communication and availability are just a few of our core values.

HTS would like to partner with San Pablo to uplift and maintain a high level of horticulture management throughout the city. We look forward to the opportunity to become acquainted with your team and build a long lasting partnership for years to come.

Sincerely,

Richard Cabrera President / CEO

STATEMENT OF QUALIFICATIONS

Hercules Tree Service & Landscape Construction

License # 974604
509 First st.
Rodeo Ca, 94572
(510) 799-8733
Richard Cabrera
herculestree@yahoo.com



San Pablo Public Works
1000 Gateway Ave.
San Pablo, CA 94806

Hercules Tree Service and Landscape Construction was established in 2012. We hold an active D49 as well as a C27. We are fully staffed with Certified Arborists, Tree Climbers, Groundsman, Heavy equipment operators, Drivers, and every possible supporting role you can imagine. We also have a full time office staff for administrative support. We are available 24 hrs a day 7 days a week to dispatch for emergencies.

The HTS's fleet consists of multiple wood chippers, arial trucks, dumptrucks, roll off trucks, 75 ton and a 19 ton crane, excavators, skid loaders, spider lift, trailers, wood mill etc. We have 3 locations in Contra Costa County as well as a Solano County location. Our Headquarters is located 5 miles from the city of San Pablo allowing for rapid response when necessary.

Hercules Tree Service has been responsible for On-call and emergency response for the city of Hercules since 2018-present. This contract consists of fallen tree removal, street clean up, preventative maintenance, stump grinding, traffic control etc.

Jeff Brown
jbrown@cj.hercules.ca.us
510-799-8252
111 Civic Dr
Hercules, CA 94547

The City of Pinole has us on call for emergency response. During the January 2023 storms we responded to clean up multiple 100' fallen Eucalyptus trees blocking a pedestrian trail with very limited access. We were able to overcome the obstacles and complete the project safely in a timely manner. The city manager was so pleased with our performance, we were additionally

contracted to remove multiple large Eucalyptus trees in the same parcel in order to ensure public safety.

Joe Bingaman
Jbingaman@ci.pinole.ca.us
510-741-3863
2131 Pear Street
Pinole, CA 94564

The City of Benicia has contracted us for multiple projects throughout the city. Including on-call emergency services. We have performed multiple fallen tree removals as well as many hazardous dead tree removals. Term of contracts 2020-2022.

Theron Jones
707-746-4226
Tjones@ci.benicia.ca.us
370 East L st.
Benicia, CA 94510

SCHEDULING APPROACH

Hercules Tree Service & Landscape Construction

License # 974604

509 First st.

Rodeo Ca, 94572

(510) 799-8733

Richard Cabrera

herculestree@yahoo.com



**San Pablo Public Works
1000 Gateway Ave.
San Pablo, CA 94806**

Emergency response calls are dispatched immediately, we generally arrive onsite within an hour of notification, HTS is available for 24/7 emergencies. In the event of an unfortunate emergency our office staff will receive the call or email, assemble and dispatch the necessary crew and equipment to complete the job. Emergencies will consist of traffic control staff, signs, cones and lights. Depending on the size of the job the appropriate dump truck / aerial truck chipper and crew will arrive.

Our standard non-emergency schedule is able to accommodate a 1-14 day response. We are able to accommodate due to the urgency of the project. HTS will arrange the schedule to accommodate the specific needs of the city. Sometimes this consists of working evenings, holidays and weekends. Oftentimes we obtain an encroachment permit that will only allow us to work on non rush hours. If additional work arises unexpectedly, we are able to provide additional equipment and personnel as needed.

PREVAILING WAGE

Hercules Tree Service & Landscape Construction

License # 974604
509 First st.
Rodeo Ca, 94572
(510) 799-8733
Richard Cabrera
herculestree@yahoo.com



San Pablo Public Works
1000 Gateway Ave.
San Pablo, CA 94806

Hercules Tree Service and Landscape Construction is fully aware and in compliance with the current prevailing wage laws.

California Labor Code requires that on public works projects, pay to workers must be not less than the general prevailing wage for the work being done, regardless of worker title. All projects greater than \$1,000 require prevailing wage rates. HTS is required to make and maintain certified payroll records available for inspection as requested by the city or the California Labor Commissioner for up to three years.

DIR # 1000526624 exp 6-30-2026

RATE SCHEDULE

Hercules Tree Service & Landscape Construction

License # 974604
509 First st.
Rodeo Ca, 94572
(510) 799-8733
Richard Cabrera
herculestree@yahoo.com



San Pablo Public Works
1000 Gateway Ave.
San Pablo, CA 94806

Below is a hourly base price list for our services. Hercules Tree Service is committed to continue building a relationship with the city of San Pablo. We are willing to implement a sliding scale to remain within the city's budget. We look forward to working with you.

Tree inspection	\$150
Arborist Report	\$400
Groundsman	\$90-110
Climber	\$150-250

Bucket Truck Chipper	\$200
Chipper truck Chipper	\$250
Crane 20 ton	\$300
Crane 75 ton	\$500