

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH ARBORICULTURAL SPECIALTIES, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this _____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and Arboricultural Specialties, Inc., a California Corporation, ("Contractor").

RECITALS

- A. City desires to contract for Tree Services.
- B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.
- C. Contractor represents to City that it is fully qualified to conduct the services described above.
- D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided as set forth in the scope of work. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$600,000. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services as set forth in Exhibit A.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c.1 below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously Invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing

of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. **Business Taxes.** Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for one year, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to four (4) additional one year terms.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's

discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or subcontractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor

Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

b. **Non-Discrimination.** With respect to the provision of goods or services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees

of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

<u>City</u>	<u>Contractor</u>
Brandalyn Tramel Purchasing Agent 631 First Street, 2 nd Floor Santa Rosa, California 95404 Phone: (707) 543-3706 Fax: (707) 543-3723	Charles Slesinger Arboricultural Specialties, Inc. 2828 8 th Street Berkeley, CA 94710 Phone: (510) 549-3954 Fax: (510) 548-0214

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Arboricultural Specialties, Inc.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Print Name: Brian Fenske

Title: President

By: _____

Print Name: KRISTIN BELL

Title: Chief Financial Officer

DAK 3/20/10
Office of the City Attorney

ATTEST: _____

City Clerk

City of Santa Rosa Business Tax Cert. No.

328805

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Contractor's Proposal

Exhibit A

REVISED - 2

SCOPE OF WORK

The City intends to award multiple one-year contracts with four one-year options to renew.

General:

- Contractor shall ensure all tree work is done only by trained personnel under the supervision of a ISA Certified Arborist.
- Contractor shall comply with all Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements for arboricultural operations.
- The Contractors shall be responsible to manage the work site in a safe manner throughout the duration of the job.
- Contractor shall not leave a work site unattended or unbarricaded, nor trees or tree parts in imminent danger.
- Work expected to start within 5 days of signed approval by City.
- Contractor shall be required to provide all necessary traffic control in accordance with California Manual on Uniform Traffic Control Devices (CA MUTCD) and the Americans with Disabilities Act (ADA), as needed, to work near a sidewalk, in the road or to close a lane.
 - Traffic control is to demonstrate how two-way traffic will be maintained.
 - The Contractor shall conduct operations to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. Full access shall be provided to all driveways to residences/businesses.
- The Contractor shall be responsible for any damage caused by their operations and any needed repairs shall be completed to the City's satisfaction.
- Water Pollution Control shall be performed in accordance with California Department of Transportation Standard Specifications and the Regional Water Board Storm Water Permit, www.srcity.org/stormwaterpermit.
- The Contractor shall be required to notify utility company should the work involve any high voltage power lines or any other utility lines.
- Vendor shall be aware of Bird Nesting Season.

Pruning:

- Pruning work shall be in accordance to and defined by American National Standard Institute (ANSI) A300 Standard Practices, *Pruning*.
- Contractor shall comply with International Society of Arboriculture (ISA) Best Management Practices Tree Pruning standards when performing pruning cuts.
- Pruning work shall be to *clean, thin, raise and/or reduce*, as described in the A300 Standard Practices. All pruning shall be done in ways that improve the structure. Pruning cuts shall maintain the branch collar and shall be cleanly cut with no tearing of the bark. Flush cuts shall not be permitted.

Clean-up:

- Contractor shall remove tree related debris, including but not limited to saw dust, leaves, and twigs, from pathways, streets and/or sidewalks.
- Chips may be dropped in City park locations. Park staff will provide specific directions to drop-off locations.
- Contractor shall avoid damages to parks and/or adjacent landscapes. Any damage to infrastructure, including tire ruts in turf grass, shall be repaired or replaced with like kind as approved by the City.
- Contractor is responsible for any damage caused by their operations and any needed repairs shall be completed to the Engineer's satisfaction.

Tree Removal:

- Remove as close to ground level as possible.
- Contractor may be required to deposit "habitat logs" in designated locations.
- With prior approval, cut rounds of trunk wood may be left on site, depending on tree size and location.

Stump Grinding:

- FIRST- Call Underground Service Alert (USA) 811
- Grind to a depth of 10" below the ground surface or as directed by Engineer.
- Leave hole filled to ground level with stump grindings.
- All remaining stump grinding wood debris must be haul off site. Arrangement may be made with the Parks Division to drop in designated areas.

Arboriculture Consulting Services:

- Provide non-bias written reports of tree condition (health and structure) and/or tree risk assessments.
- Provide root crown investigation to establish root integrity.
- Advise and guide root pruning.
- Recommend replacement trees species.
- Recommend fertilizers, aeration, or other remedial treatments to correct loss of vigor.
- Conduct tree inventory; counting species, diameters, size and condition.

License Requirements

- Valid State of California D-49 Tree Service Contractor License
- Valid International Society of Arboriculture Credential, or equivalent.

Prevailing Wage Requirement

- All Bids must be at Prevailing Wage Rate.
- Certified Payroll must be submitted with each invoice.
- Must be currently registered with California Department of Industrial Relations and your DIR registration number must be included on quote.

***Note a signed, approved estimate will be required for each project. Various departments in the City will be authorized to use the contract. No work will proceed without the signed approval of authorized department staff.**

Exhibit B

BID SHEET

Services required are for trees that require removal, stump grinding, and miscellaneous pruning of trees. Due to the unknown quantities of events that might occur throughout the term of the contract, bid quantities will be estimated and will be used for evaluation purposes.

<u>ITEM</u>	<u>Description</u>	<u>Hourly Rate</u>
<p>1. Tree Removal</p>	<p>Remove as close to ground level as possible. Standard crew including equipment.</p> <p>Hourly rate to include port to port for entire crew, including Supervisor*, 2 workers, truck and chipper (at least 12").</p> <p>Arrangement may be made with the Parks Division to drop chips in designated park locations. All other wood/debris should be hauled off site.</p>	<p>\$ 140⁰⁰</p>
<p>2. Stump Grind</p>	<p>Grind to a depth of 10" below the ground surface. Leave hole filled to ground level with stump grindings. All remaining stump grinding wood debris must be hauled off site.</p> <p>Arrangement may be made with the Parks Division to drop in designated areas.</p>	<p>\$ 125⁰⁰</p>

<p>3. Pruning</p>	<p>Pruning to clean, thin, raise, and/or reduce as directed. Hourly rate to include port to port for entire crew, including Supervisor*, 2 workers, truck and chipper. Brush, twigs, and leaf debris must be swept and removed for site. Arrangement may be made with the Park Division to drop chips in designated park locations.</p>	<p>\$ 140⁰⁰</p>
ITEM	Description	Hourly Rate
<p>4. Arboriculture Consulting Services</p>	<ul style="list-style-type: none"> • Provide non-bias written reports of tree condition (health and structure) and/or tree risk assessments. • Provide root crown investigation to establish root integrity. • Advise and guide root pruning. • Recommend replacement trees species. • Recommend fertilizers, aeration, or other remedial treatments to correct loss of vigor. • Conduct tree inventory; counting species, diameters, size and condition. 	<p>\$ 90⁰⁰</p>
<p>5. Optional equipment</p>	<p>Other Equipment that may be used:</p> <ul style="list-style-type: none"> • Boom Truck /Ariel Lift • Traller (for hauling wood) • Crane <p>(Per hour rate unless otherwise noted) This item will not be used to determine award. You may attach list of optional equipment and pricing.</p>	<p>See Attached Pices List</p>


*Supervisor must be at least a ISA Certified tree work or Certified Arborist. All pruning work must be done to ANSI A300 standards. Supervisor may not need to be on site throughout the duration of the job.

**dbh is diameter at breast height or 3'6" at grade.

Designated Contact & Signature Page

Indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Request For Quotations.

<u>City of Santa Rosa</u>	<u>Vendor</u>
Amy Carter Buyer 635 1st Street - 2nd Floor Santa Rosa, CA 95404 (707) 543-3702 Voice (707) 543-3703 Fax	Charles Slesinger <hr/> 2828 8th Street <hr/> Berkeley, CA 94710 <hr/> 510-549-3954 Phone <hr/> 510-548-0214 Fax <hr/>

<p>In compliance with the bid documents, the undersigned offers and agrees, if this Quotation is accepted, within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Note: Prompt Payment Discounts - discounts for prompt payment will be taken into consideration in determining lowest bid:</p> <p style="text-align: center;"><u>0.5</u> percent, 20 calendar days; <u>0.5</u> percent, 30 calendar days.</p>	
<p>Name and Address of Bidder: The Professional Tree Care Co., Inc. <hr/> 2828 8th Street, <hr/> Berkeley, CA 94710 <hr/> Phone No.: 510-549-3954</p>	<p>Signature of Person Authorized to Sign:  <hr/> Type Name: Charles Slesinger <hr/> Type Title: Bid Coordinator <hr/> Date of Bid: 3/5/2018</p>

REQUIRED DATA
Recycled Content

All bidders are required to disclose the minimum, if not exact, percentage of recycled product, both secondary and post-consumer, contained in each offered product.

NOTE: See "Recycled Content, Recyclability" in the General Provisions for definitions.

Bid Item No.	Minimum or Exact Post-Consumer Waste Content	Minimum or Exact Secondary Waste Content
N/A		

Attach additional sheets as necessary, and place a check mark at the space provided at left.

Failure to provide accurate information may result in your bid being considered non-responsive. Deliberately providing false information may result in you and your firm being barred from doing business with the City of Santa Rosa for a period of up to three (3) years.

Signature of Person Authorized to Sign

Name: Charles Slesinger

Title: Bid Coordinator

LIST OF SUBCONTRACTORS

**NAME OF
CONTRACTOR:**

The Professional Tree Care Co. Inc.

Contractor DIR Registration # 1000000343

Contractor License # 676952

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of 1/2 of 1% of the total amount of this contract.

The undersigned agrees that any portion of the work in excess of 1/2 of 1% of the total amount of this contract and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)
N/A				

EQUIPMENT LIST

ID	Year	Make	Model	Style
313	1991	Miller	60-ton	Transport RGN
146	1993	WHGM	WX64	10w dump
340		Pierce		18 Wheel Jeep
285	2004	Sulfair	Compressor	185DPQPE
286	2000	Apple	4x8	1-T TRAILR
353		Morbark	Grinder	3800
286	2004	Millerbilt	Water tank trailer - WTT800	600 gal
281		Hyster	RC150	6-wh forklift
285		Speedaire	4XA62	air compressor
144	2007	Toyota	Prius	Auto
149	2009	Toyota	Prius	Auto
151	2010	Toyota	Prius	Auto
350		Bandit	1890	Brush Chipper
240		Billy Goat	Outback	Brush cutter
108	1991	FORD	F-700	Bucket
117	1999	FORD	F800	Bucket
120	2000	FORD	F750	Bucket
132	2000	GMC	C7500	Bucket
136	2001	GMC	C7500	Bucket
168	2011	FORD	F750	Bucket
184	2015	FORD	F750	Bucket
229	2001	Carson		Carrier
191	2015	Ford	F650	Chip Truck
002	2005	GMC	C8500	Chip Truck
248	1990	Peerless	Trailer	Chip Van
303	1974	Peerless	Trailer	Chip Van
304	1977	Peerless	Trailer	Chip Van
205		BB	250XP	Chipper
206	1999	BB	280XP	Chipper
208	1993	Altec WHSP	WC618	Chipper
217	2000	BRSHB	HD280XP	Chipper
220	1996	Morbark EZ	30/36	Chipper
223		BB	250XP	Chipper
231		Bandit	250XP	Chipper
245	2004	Bandit	1890	Chipper
251	2005	Bandit	1590	Chipper
257	2006	Bandit	1890HD	Chipper
285	2002	Morbark	30/36	Chipper
296	1995	Bandit	Model 65	Chipper
310		Morbark	Mountain Goat 30/36	Chipper
319	2013	Bandit	1590	Chipper
337	1990	Bandit	#90	Chipper
345		Bandit	1590	Chipper-Drum
334	2016	Peerless	Transport	ChipVan
335	2016	Peerless	Transport	ChipVan
325				Compressor
104	1984	FORD	LN8000	Crane 12 Ton
354	1998	Grove		Crane 22 Ton
127	1995	FORD/Grove	LT 9000 w/ National 990 Boom	Crane 23 Ton
173	2009	National / Peterbilt chaser	26 ton Crane	Crane 28 Ton
133	1998	TEREX	T340	Crane 40 Ton
336	1998	Grove	RT750	Crane 50 Ton
123	1996	GROVE	TMS870	Crane 70 Ton

Exhibit A

ID	Year	Make	Model	Style
255	1974	Caterpillar	D6C	Crawler Tractor
290	1987	Caterpillar	D6H	Crawler Tractor
163	1978	Peterbilt	YARD TRUCK	DO NOT DRIVE OUT OF YARD
289	1982	Caterpillar	D4C	Dozer
329		Bandit	1690	Drum chipper
347	2005	Morbark	20/38	Drum Chipper
139	1984	Toyota	1 ton	Dump
156	2008	Isuzu	NQR	Dump
174	2005	Autocar Expeditor	10 wheel dump	Dump
179	2013	Peterbilt	320	Dump
180	2011	Peterbilt	337	Dump
107	1988	FORD	F450-superdy	Dump Trk
109	1995	FORD	F-800	Dump Trk
112	1977	WHT	10 whl EXPD	Dump Trk
113	1980	WHT	8 whl EXPD	Dump Trk
116	2000	FORD	F650	Dump Trk
121	1990	PETERBILT	377	Dump Trk
131	1991	White	Expeditor	Dump Trk
143	2007	Ford	F650	Dump Trk
160	2002	FORD	F650	Dump truck
189	2009	Peterbilt	320	Dump truck
215	1998	Caterpillar	320L	Excavator
243	1997	Caterpillar	307B	Excavator
273	1988	Caterpillar	235B	Excavator
314	2007	Caterpillar	320CL	Excavator
315	2005	Caterpillar	307C	Excavator
331		Caterpillar	302.5 Mini Excavator	Excavator
302	2003	Timbco	445E	Fellerbuncher
138	1988	Ford	L8000	Flatbed
234	1984	Zieman	trailer	Flatbed
003	1997	Ford	F450	Flatbed Trk
162	2004	Chevrolet	C3500	Flatbed truck
274		Hyster	D8-H	Forklift
275	1987	Yale	GP080RHUAE100	Forklift
228	1977	Caterpillar	930	Frt End Ldr
258	1974	Caterpillar	968	Frt End Ldr
254			Generator - GWRV yard	Generator
230	1994	Club Car	gas	Golf Cart
343	2008	Morbark	4800XL	Grinder
311	2000	Peterson Pacific	5400	Horiz. Grinder
233	1997	Rayco	T-175	Hydra Strpr
278	2000	Rayco	T-275	Hydra-Strmpr
330		Finn	T-60-T	Hydroseeder
222		BOBCAT	743	Loader
309		Kubota	636K	Loader
300		Bobcat	MT55	Loader w/bkt
232	OLD	Honda	HP400	Log Carrier
259	2001	LinkBelt	3400Q	Log Loader
261	1974	Caterpillar	235	Log Loader
272	1988	Caterpillar	235C	Log Loader
235	1985	White	24AD595C190	Log Splitter
237	1952	Fruehauf		Log Trailer
283	1988	Page	ZD68LGBK	Log Trailer
338	2011	Portable Screen Plant	ST3.5	MetsoScreen
321		Lucas	830	Mill
322		Woodmizer	LT70HD	Mill

Exhibit A

ID	Year	Make	Model	Style
312		Morbark	30	Mobile Tree Chipper
268		Scag	36 In	Mower
246		off.trlr		Office Trailer
105	1987	FORD	F250	Pickup
106	1988	FORD	F250	Pickup
110	1997	FORD	F250	Pickup
115	1998	TOYOTA	TAC	Pickup
118	2001	TOYOTA	4X4	Pickup
122	2001	FORD	F150	Pickup
124	2003	FORD	F150	Pickup
140	1986	Toyota	1 Ton	Pickup
141	1992	Toyota	3/4 Ton	Pickup
142	1995	FORD	F150	Pickup
145	2007	Ford	F150	Pickup
147	1996	Ford	F150	Pickup
150	2000	Ford	F550	Pickup
162	2010	Toyota	Tacoma	Pickup
155	1990	Toyota	PU	Pickup
157	1995	Toyota		Pickup
159	1994	Toyota		Pickup
164	2005	FORD	F150	Pickup
170	2003	Toyota	Tundra	Pickup
171	2002	Toyota	Tundra	Pickup
172	1996	FORD		Pickup
175	2000	Nissan UD	1400	Pickup
177	2005	Chev	Silverado	Pickup
178	2015	Toyota	Tacoma	Pickup
182	2016	Toyota	Tacoma	Pickup
185	2016	Toyota	Tacoma	Pickup
188	2008	Ford	F250	Pickup
189	2008	Ford	F250	Pickup
190	2008	Ford	F250	Pickup
192	2016	Toyota	Tacoma	Pickup
194	1986	FORD	F350	Pickup X-cab
296		LaBounty	CP80	Pulvertzer
279	1983	Hyster	Z90-A	Reach Fork
280	2005	Bandit	3680 Beast	Recycler
129	1992	Volvo/White	Expeditor	Roll Off
277		Mighty Mite		Saw Mill
308				Scales
200				see top of
153	1991	FORD	F250	Service Truck
224		signboard	Traffic Controller	Sign Board
258	1977	Caterpillar	518	Skidder
297	1994	Caterpillar	518 95U	Skidder
221	1979	Caterpillar 518	SALVAGE	Skidder-BURNED then rebuilt
316	2006	Caterpillar	297C	Skidsteer/Multi Terrain Loader
252	2001	Caterpillar	246	Skidster Ldr
267	2004	Caterpillar	257B	Skidster Track Ldr
125	1996	ISUZU	FRR2 axle	Spray Rig
211	1988	FMC	BEAN	Sprayer
282				Steam Cleanr
323	2013	Vermeer	SC80TX	Stmpgrdr
344		Rayco	T175	Stump Grnder
216	2000	WGKY	1000	Stumpgr ATT
212		VERM	222	Stumpgrdr

Exhibit A

ID	Year	Make	Model	Style
214	1998	MAGN.	10079	Stumpgmdr
218	2000	CRLTN	7500	Stumpgmdr
219		VRMR	252	Stumpgmdr
225	OLD	Hodges	self-propelled	Stumpgmdr
247		Vermeer	SC80TX	Stumpgmdr
253		DOSKO	HOW337	Stumpgmdr
269		Carlton	2500-4	Stumpgmdr
324		DOSKO	2006H	stumpgmdr
201	1997	A-Z MFG	EQPMT	Trailer
226	2000	Carson		Trailer
264	1998	TuffBoy	267 6x24	Trailer
270	1998	DMOND	2-wheel	Trailer
280	1988	Kit	office trailer	Trailer
291	2009	Carson	Carrier	Trailer
352	2017	CargoMate	Blazer	Trailer
202	1998	CRSN	EQPMT	Trailer - Spray
227		BigTex	for #211	Trailer- Spray
348		Tag Trailer	TK40LP	Trailer Trail King
128	1998	Peterbilt	379XTP	Transport
137	1976	Peterbilt		Transport
154	2003	Peterbilt	DS	Transport
181	2006	Peterbilt	357	Transport
188	2011	Peterbilt	365	Transport
126	1979	Peterbilt	359A19	Transport (Log Truck)
119	1992	FORD	Superduty	Utility
181	2012	Subaru	Forester	Utility
168	2006	FORD	Escape	Utility
187	2003	Ford	F250	Utility
317	2004	THR	TZ	Utility Trailer - yard GWRY
187	2013	SUBARU	Crosstrek	Utility
348		Scag	B26	Vacuum Loader
185	2005	FORD	F750-1	Water Truck
219		LINCOLN	K1418	Welder
271		Miller	Railblazer 260	Welder
288		Lincoln	K-1639-2	Welder-Commando 500
176	2014	Toyota	RAV4	WG
276				Winch
194	2010	Ford	F350	XL Extended Cab 4x4 Pickup
198	2006	Ford	F250	XL Pickup
197	2006	Ford	F150	XL Pickup
004	2011	Ford	F150	XL Trk
183	2006	Ford	F550	XL Utility Truck
001	2006	Ford	F350	XL w/ALTEC
195	2002	Ford	F350	XLT Crew Cab Pickup
005	2006	Ford	F150	XLT Trk

**CITY OF SANTA ROSA
REQUEST FOR QUOTES**

CONTINUATION SHEET	RFQ BID NO. 18-39	Page 1 of 1
NAME OF BIDDER:		

Addendum No. 1

The following items were questioned and are amended, clarified and/or deleted as follows.
Please forward information to all bidding contractors.

- Attachment B - Scope of Work and Price Sheet** has been revised and replaced with **Attachment B - Revised Scope of Work and Price Sheet**.

"The undersigned offers and agrees, if this addendum is accepted, to furnish any or all of the items upon which prices are offered at the price set opposite each item."

NO. 1

DATED: February 22, 2018

COMPANY NAME:

The Professional Tree Care Co


COMPANY ADDRESS:

2828 8th St. Berkeley, CA 94710

REPRESENTATIVE'S NAME:

CHARLES SUSSINBER

SIGNATURE:



DATE:

3/6/18

**CITY OF SANTA ROSA
REQUEST FOR QUOTES**

CONTINUATION SHEET	RFQ BID NO. 18-39	Page 1 of 1
NAME OF BIDDER:		

Addendum No. 2

The following items were questioned and are amended, clarified and/or deleted as follows.
Please forward information to all bidding contractors.

- Attachment B – Scope of Work and Price Sheet** has been revised and replaced with **Attachment B – Revised-2 Scope of Work and Price Sheet**.

"The undersigned offers and agrees, if this addendum is accepted, to furnish any or all of the items upon which prices are offered at the price set opposite each item."

NO. 2

DATED: February 26, 2018

COMPANY NAME:

THE PROFESSIONAL TREE CARE CO

COMPANY ADDRESS:

2525 8th St. Berkeley, CA 94710

REPRESENTATIVE'S NAME:

Charles Slesinger

SIGNATURE:



DATE:

3/6/18

3/8/2018

EQUIPMENT LIST HOURLY RATE					
Category	Year	Make	Model	Style	Hourly Rate
Aerial Lifts	2015	FORD	F750	Bucket Truck	\$100.00
Chippers		Bandit	1890	18" Brush Chipper	\$110.00
Chippers	1998	Morbark EZ	30/36	Chipper	\$225.00
Chippers	2005	Bandit	1590	16" Chipper	\$95.00
Chippers		Morbark	Mountain Goat 30/36	Track Chipper	\$300.00
Chippers	2005	Morbark	20/36	Track Drum Chipper	\$200.00
Chippers		Morbark	30	80" Mobile Tree Chipper	\$400.00
Chippers	2001	Morbark	30/36 Chipper	Chipper	\$225.00
Cranes	1984	FORD	LN8000	Crane 12 Ton	\$200.00
Cranes	1988	Grove		Crane 22 Ton (All Terrain)	\$250.00
Cranes	1995	FORD/Grove	LT 9000 w/ National 990 Boom	Crane 23 Ton	\$250.00
Cranes	2008	National / Peterbilt chassis	28 ton Crane	Crane 28 Ton	\$250.00
Cranes	1998	TEREX	T340	Crane 40 Ton	\$300.00
Cranes	1998	Grove	RT780	Crane 60 Ton (Rough Terrain)	\$300.00
Cranes	1996	GROVE	TMS870	Crane 70 Ton	\$350.00
Dozers	1987	Caterpillar	D6H Dozer	Crawler Tractor	\$140.00
Dozers	1992	Caterpillar	D4C	Dozer	\$120.00
Excavators	2007	Caterpillar	320CL	Excavator	\$200.00
Excavators	2006	Caterpillar	307C	Excavator	\$150.00
Excavators		Caterpillar	302.5 Mini Excavator	Excavator	\$125.00
Grinders	2008	Morbark	4800GL	Grinder	\$800.00
Grinders	2005	Bandit	3860 Beast	Recycler	\$400.00
Loaders	1977	Caterpillar	930	Front End Ldr	\$170.00
Loaders	1974	Caterpillar	986	Front End Ldr	\$130.00
Loaders		BOBCAT	743	Loader	\$100.00
Loaders		Kubota	635K	Loader	\$100.00
Loaders		Bobcat	MT86	Loader with Bucket	\$100.00
Loaders	2001	LinkBelt	3400Q	Log Loader	\$250.00
Skidders	1994	Caterpillar	618 66U	Skidder	\$180.00
Skidders	2008	Caterpillar	297C	Skidsteer Multi Terrain Loader	\$150.00
Skidders	2001	Caterpillar	248	Skidsteer Loader	\$125.00
Skidders	2004	Caterpillar	257B	Skidster Track Loader	\$125.00
Horizontal Grinder		Morbark	Grinder	3800	\$300.00
Stump Grinders	2013	Vermeer	SC80TX	Stump Grinder	\$175.00
Stump Grinders		Rayco	T175	Stump Grinder	\$225.00
Stump Grinders		VERM	222	Stump Grinder	\$150.00
Stump Grinders		VRMP	252	Stump Grinder	\$150.00
Trailers	1980	Peerless	Trailer	Chip Van	\$125.00
Trailers	1974	Peerless	Trailer	Chip Van	\$125.00
Trailers	1977	Peerless	Trailer	Chip Van	\$125.00

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TREE MAINTENANCE¹ (LABORER)

(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION²)

DETERMINATION: NC-102-X-21-2017-2

ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: June 30, 2018** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Locality: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION(s) ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Sunday/Holiday
Senior Tree Trimmer	\$18.50	\$4.00	\$0.50	\$1.57	-	\$0.01	8	\$24.58	\$33.83	\$43.08
Tree Trimmer	\$16.50	\$4.00	\$0.50	\$1.37	-	\$0.01	8	\$22.38	\$30.63	\$38.88
Groundsperson	\$13.75	\$4.00	\$0.50	\$1.22	-	\$0.01	8	\$19.48	\$26.355	\$33.23

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

¹ This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

² This determination does not apply to tree trimming, removal, or planting work performed on construction or landscape construction contracts.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS**

- A. Insurance Policies:** Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.