



**CITY OF GARDENA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**CITYWIDE TREE TRIMMING  
MAINTENANCE SERVICES**

**MARCH 2022**

# NOTICE INVITING BIDS/PROPOSAL

## City of Gardena, California

Notice is hereby given that the City of Gardena is soliciting bids/proposal (Deliver, mail, or Email) at the office of the Public Works Department – Public Works Engineering, 1717 W. 162<sup>nd</sup> Street, Gardena, California, 90247 or [hlee@cityofgardena.org](mailto:hlee@cityofgardena.org) (Attn: Hong Lee), until **5 PM on April 21, 2022**, for:

### **CONTRACT: CITYWIDE TREE TRIMMING MAINTENANCE SERVICES**

You may access the specifications and invitation through the following platforms:

<https://cityofgardena.org/rfps/> or [www.crplanwell.com](http://www.crplanwell.com)

Any bid received after the hour stated above for any reason whatsoever, will be considered non-responsive and disqualified. The City reserves the right to withdraw or cancel this Notice Inviting Informal Bids/Quotes at any time without prior notification and the City makes no representation that any contract will be awarded to any contractor responding to the notice.

The City reserves the right to reject any and/or all bids, waive any information or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be based on the Best Value (taking into consideration of qualifications, experience, and costs).

**ABSTRACT:** The City of Gardena is in the South Bay Area of Los Angeles County. It is a modestly sized city with an area of 6.2 square miles and has a population of 60,000 residents. The Public Works Department, Parks Division has a need to service city owned trees annually. The Parks Division is responsible for trimming and maintaining trees within six (6) designated city districts, city owned facilities and arterial streets throughout the city. Currently the work is performed by City staff and private contractor. **The City of Gardena is seeking assistance by augmenting its current work force with a four (4) year tree trimming services contract.**

**SCOPE OF WORK:** The Tree Trimming Maintenance Services Contract involves scheduling and trimming trees within the city right-of-way at city owned and maintained facilities within six (6) districts, and arterial streets throughout the city. The work may include additional services as requested by the city for servicing sick trees, removal of dead trees and planting of new trees.

The contractor shall at the time of award possess a valid State of California Contractors license, license **C-61/D-49 ("Tree Service")** classification and perform a minimum of 50% of the work.

Bidders are advised that this Project is a public work for purposes of the California Labor Code which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay no less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The

prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under it shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (A.K.A. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

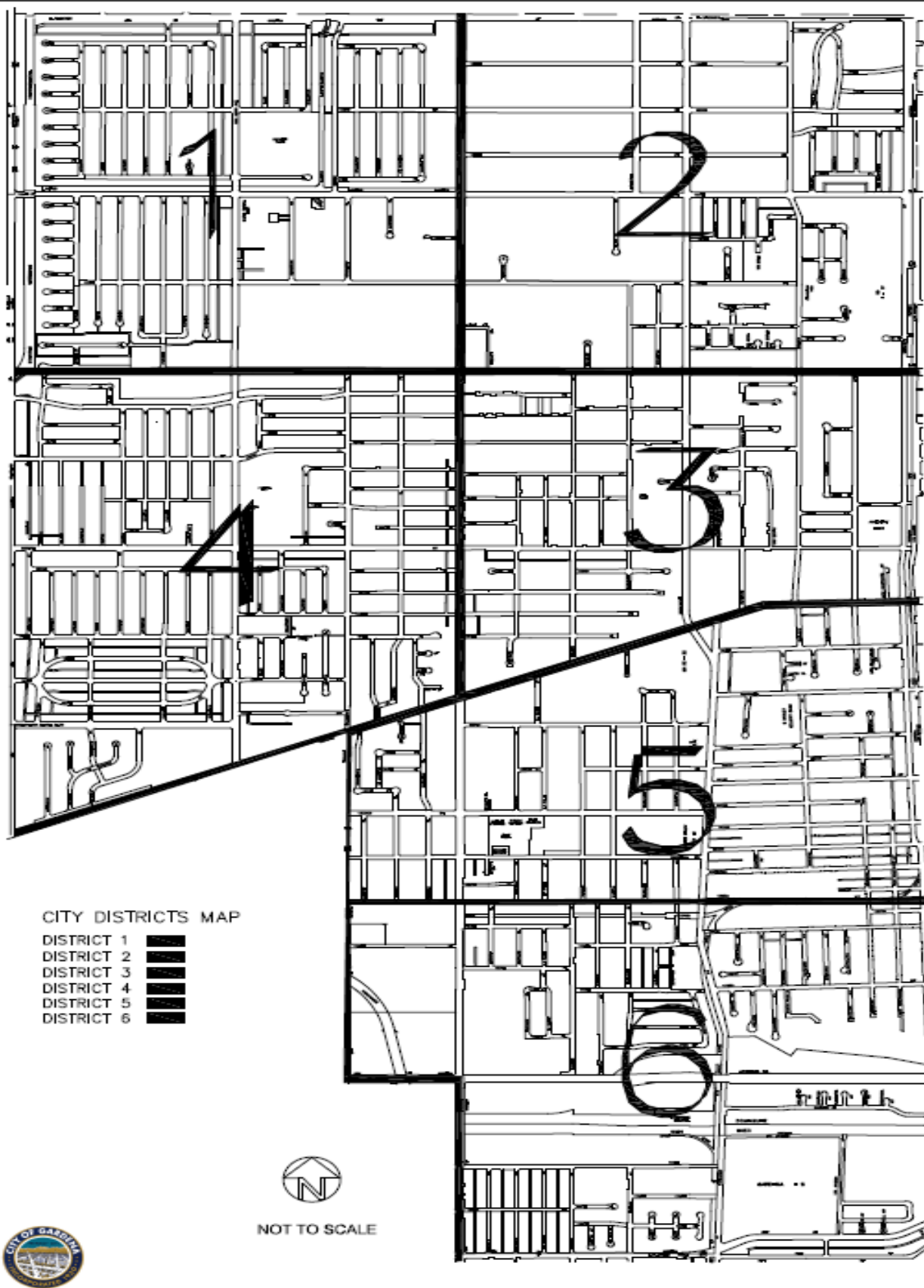
Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy Department of Industrial Relations-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

Any questions regarding this bid package may be referred to Hong Lee, Public Works Department at (310) 217-9564, [hlee@cityofgardena.org](mailto:hlee@cityofgardena.org).



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# **INSTRUCTIONS TO BIDDERS**

## **FORM OF PROPOSAL**

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed or emailed as directed in the Notice Inviting Bids.

## **PROPOSAL/BID DOCUMENTS**

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion – Primary Covered Transitions

## **DELIVERY OF PROPOSAL**

The Proposal shall be delivered by the time stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder.

## **WITHDRAWAL OF PROPOSAL**

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be notified via email or delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

## **MODIFICATIONS AND ALTERNATIVE PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered

unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

## **DISCREPANCIES IN PROPOSALS**

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

## **PROPOSAL GUARANTEE – BIDDER’S SECURITY (BIDDER’S BOND IS WAIVED)**

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due to the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an “admitted surety insurer” and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

## **DISQUALIFICATION OF BIDDERS**

A person, firm, or corporation shall NOT be allowed to make or file, or be interested in more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

## **ADDITIONAL REQUIREMENTS**

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

## **CONTRACT DOCUMENTS**

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of the contract unless extended by agreement of the City. Failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.



## **BID PROPOSAL (BP)**

### **CITYWIDE TREE TRIMMING MAINTENANCE SERVICES**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

License No.: \_\_\_\_\_

D.I.R. No. \_\_\_\_\_

Email: \_\_\_\_\_

**To Be Submitted**

**WITH**

**Bid Package**

## BID PROPOSAL

### BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

#### **CITYWIDE TREE TRIMMING MAINTENANCE SERVICES**

and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. **All work shall be performed on a 4-year rotation among the six districts in addition to optional services.** Refer to General Provisions, Section 6-3, for the additional details. City's fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>.

#### **Year One (1) – District 5 & 6 (1,806 Tree Trimming)**

DBH	Quantity	Frequency	Unit	Unit Price	Total
0-6	108	Once	Each	\$	\$
7-12	643	Once	Each	\$	\$
13-18	624	Once	Each	\$	\$
19-24	303	Once	Each	\$	\$
25-30	114	Once	Each	\$	\$
31+	14	Once	Each	\$	\$
YEAR ONE (1) TREE TRIMMING TOTAL					\$

#### **Year Two (2) – District 1 & 2 (1,931 Tree Trimming)**

DBH	Quantity	Frequency	Unit	Unit Price	Total
0-6	352	Once	Each	\$	\$
7-12	518	Once	Each	\$	\$
13-18	603	Once	Each	\$	\$
19-24	418	Once	Each	\$	\$
25-30	39	Once	Each	\$	\$
31+	1	Once	Each	\$	\$
YEAR TWO (2) TREE TRIMMING TOTAL					\$

**TO BE SUBMITTED WITH PROPOSAL**

**Year Three (3) – District 4 & Arterial (1,714 Tree Trimming)**

DBH	Quantity	Frequency	Unit	Unit Price	Total
0-6	443	Once	Each	\$	\$
7-12	370	Once	Each	\$	\$
13-18	425	Once	Each	\$	\$
19-24	324	Once	Each	\$	\$
25-30	127	Once	Each	\$	\$
31+	25	Once	Each	\$	\$
<b>YEAR THREE (3) TREE TRIMMING TOTAL</b>					\$

**Year Four (4) – District 3 & Arterial (1,811 Tree Trimming)**

DBH	Quantity	Frequency	Unit	Unit Price	Total
0-6	109	Once	Each	\$	\$
7-12	598	Once	Each	\$	\$
13-18	373	Once	Each	\$	\$
19-24	414	Once	Each	\$	\$
25-30	277	Once	Each	\$	\$
31+	40	Once	Each	\$	\$
<b>YEAR FOUR (4) TREE TRIMMING TOTAL</b>					\$

**Four Year Total Tree Trimming**

<b>FOUR YEAR GRAND TOTAL (Year 1+ 2 + 3 + 4)</b>	\$
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The following prices are for non-exclusive, emergency/call out, **Optional Services** work. The City reserves the right to use other contract services or in-house-forces in order to achieve the fastest response and best price for the City.

Description	Unit Measure	Unit Price
Grid Tree Pruning	Each	\$
Block Tree Pruning	Each	\$
Full Prune/Service Request 0-6 DSH	Each	\$
Full Prune/Service Request 7-16 DSH	Each	\$
Full Prune/Service Request >16 DSH	Each	\$
Clearance Prune 0-6 DSH	Each	\$
Clearance Prune 7-16 DSH	Each	\$
Clearance Prune >16 DSH	Each	\$
Palm Tree Prune	Each	\$
Ficus/Crown Reduction/Crown Shaping	Each	\$
Tree and Stump Removal 0-36 DSH	Inch	\$
Tree and Stump Removal >36 DSH	Inch	\$
Stump Only Removal	Inch	\$
Plant 15-Gal w/Root barrier	Each	\$
Plant 15-Gal w/o Root barrier	Each	\$
Plant 24" Box w/Root barrier	Each	\$
Plant 24" Box w/o Root barrier	Each	\$
Canopy Spraying - ground level	Each	\$
Canopy Spraying - aerial tower	Inch	\$
Insecticide/Fungicide Tree Banding	Inch	\$
PGR Trunk Banding	Inch	\$
Insecticide/PGR Soil Application	Inch	\$
Soil Drenching Fertilization	Inch	\$
Insecticide/Fungicide Soil Application	Inch	\$
Soil Injection Fertilization	Inch	\$
Trunk Injection - insecticide/miticide	Inch	\$

**TO BE SUBMITTED WITH PROPOSAL**

Trunk Injection - fungicide	Inch	\$
Trunk Injection - insecticide/fungicide combo	Inch	\$
Avermectin Class Insecticide Injection	Inch	\$
Arborist Services	Man Hour	\$
GPS Tree Inventory	Tree Site	\$
Specialty Equipment Rental	Hourly	\$
Crew Rental - per person	Hourly	\$
Emergency Response - per person	Hourly	\$

**The Contract term is for a period of four years (48 months). An annual inflation factor of up to 5% based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) may ONLY be applied to the Optional Services if pre-approved by the Director of Public Works.**

All work required and shown on this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will be paid therefor.

**The City will award the contract based on the Best Value (taking into consideration qualifications, experience, and costs).**

The approximate number of trees provided for each year are estimated quantities. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder                      Date

## BID PROPOSAL

### **ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addenda will be issued through the Arc Solution California ([www.crplanwell.com](http://www.crplanwell.com)) and City Website (<https://cityofgardena.org/rfps/>). It is the Bidder's sole responsibility to visit these platforms to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

## BID PROPOSAL

**TO BE SUBMITTED WITH PROPOSAL**

## **BIDDER'S DECLARATION**

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has carefully checked all words and figures inserted in this Proposal and further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids are submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

## **BIDDER'S DECLARATION (Continued)**

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

\_\_\_\_\_  
Contractor's Business Name

\_\_\_\_\_  
Contractor (Print) Title

\_\_\_\_\_  
Business Address: Street

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contractor's License No. and Classification

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Business Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Residence: Street

\_\_\_\_\_  
Residence Phone Number

\_\_\_\_\_  
City State Zip

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.



## BID PROPOSAL

### **NON-COLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate jurats)

**TO BE SUBMITTED WITH PROPOSAL**

## BID PROPOSAL

### **DECLARATION OF ELIGIBILITY TO CONTRACT**

**[Labor Code Section 1777.1; Public Contract Code Section 6109]**

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them are ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (place of execution), California \_\_\_\_\_.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

## BID PROPOSAL

### **DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than \_\_\_\_%.

## BID PROPOSAL

### **CONSTRUCTION PROJECT REFERENCE**

In order to fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: \_\_\_\_\_

Three projects of this type recently completed:

1. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
2. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
3. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature \_\_\_\_\_

## BID PROPOSAL

### **CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM \_\_\_\_\_

TITLE OF PERSON SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

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## **BID PROPOSAL**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

**TO BE SUBMITTED WITH PROPOSAL**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**

**(Continued)**

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**TO BE SUBMITTED WITH PROPOSAL**

**CONTRACT DOCUMENTS (CD)**

**CITYWIDE TREE TRIMMING  
MAINTENANCE SERVICES**

**To be Submitted  
within twenty-one (21) calendar days**

**AFTER  
Award of Contract**



# CONTRACT DOCUMENT

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

### ARTICLE I.

#### THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents, which is described as follows:

#### PROJECT: CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

### ARTICLE II.

#### CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

### ARTICLE III.

#### CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY

CONTRACTOR

By: \_\_\_\_\_  
MAYOR (Sign)

By: \_\_\_\_\_  
Sign / Title

Date: \_\_\_\_\_  
SEAL

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
CITY CLERK (Sign)

Attest: (Contractor)

By: \_\_\_\_\_  
Sign / Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
CITY ATTORNEY (Sign)

Date: \_\_\_\_\_

## CONTRACT DOCUMENT

### **FAITHFUL PERFORMANCE BOND**

WHEREAS, the City of Gardena has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a Contract for:

**PROJECT: CITYWIDE TREE TRIMMING MAINTENANCE SERVICES**

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Signature

[SURETY]

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

\_\_\_\_\_  
Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

## CONTRACT DOCUMENT

### PAYMENT BOND

WHEREAS, the City of Gardena has awarded to \_\_\_\_\_, as Contractor, a contract for the work described as follows:

PROJECT:     **CITYWIDE TREE TRIMMING MAINTENANCE SERVICES**

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of \_\_\_\_\_, Dollars (\$\_\_\_\_\_) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

[PRINCIPAL]

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Signature

[SURETY]

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

\_\_\_\_\_  
Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

## CONTRACT DOCUMENT

### WORKER'S COMPENSATION INSURANCE CERTIFICATE

#### CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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 the Contract.

DATED: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## CONTRACT DOCUMENT

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION**

#### **CITYWIDE TREE TRIMMING MAINTENANCE SERVICES**

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Company/Contractor \_\_\_\_\_

Name & Title \_\_\_\_\_

Signature & Date \_\_\_\_\_



# CONTRACT DOCUMENT

## CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

### INSURANCE

CERTIFICATION OF INSURANCE (COI) SHALL BE SUBMITTED BY THE CONTRACTOR

- 1. COMMENCEMENT OF WORK.** Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 2. INSURANCE COMPANY REQUIREMENTS.** All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted doing business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- 3. COVERAGES, LIMITS AND POLICY REQUIREMENTS.** Contractor shall maintain the types of coverages indicated below:
- 4. COMPREHENSIVE GENERAL LIABILITY INSURANCE.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 5. COMMERCIAL AUTO LIABILITY INSURANCE.** A policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 6. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** A policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted doing business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

**7. POLICY REQUIREMENTS.** The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

**8. COURSE OF CONSTRUCTION INSURANCE.** Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted doing business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

**9. ADDITIONAL REQUIREMENTS.** The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

**10. DEDUCTIBLES.** Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

**11. VERIFICATION OF COMPLIANCE.** Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

**12. TERMINATION FOR LACK OF REQUIRED COVERAGE.** If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

**13. EQUIPMENT COVERAGE.** Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

# GENERAL PROVISIONS

## CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

### PART 1 – GENERAL PROVISIONS

#### SECTION 1 – GENERAL

**1-1 GENERAL.** The Standard Specifications for Public Works Construction (“Greenbook”) written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the City. All work shall conform to the 2021 edition, including supplements of the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, as issued by the City (defined herein as “Agency”).

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

**1-2 TERMS AND DEFINITIONS.** Whenever in the Standard Specification the following terms are used, they shall be understood to mean and refer to the following:

- |     |                             |  |
|-----|-----------------------------|--|
| (a) | AGENCY                      | The City of Gardena, a California municipal corporation.   |
| (b) | BOARD                       | The City Council of the City of Gardena.   |
| (c) | CONTRACT DOCUMENTS          | Documents including, but not limited to the proposal forms, Standard “Greenbook” Specifications, Special Provisions, Technical Provisions, Notice Inviting Bids, Instructions to Bidders, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents. |
| (d) | CITY                        | The City of Gardena Director of Public Works or his authorized representative.   |
| (e) | BIDDER                      | An individual, co-partnership, association or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.  |
| (f) | LEGAL ADDRESS OF CONTRACTOR | The legal address of the Contractor to be the address given on the Contractor’s bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.  |
| (g) | LABORATORY                  | An established laboratory approved and authorized by the City for testing materials and work involved in the contract.   |

#### **1-7 AWARD AND EXECUTION OF THE CONTRACT.**

**1-7.1 General.** The proposal shall be fully executed and submitted on the forms provided by the Agency and shall be enclosed in a sealed envelope marked and addressed or submitted via email as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm, it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Agency, the Contractor shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

**1-7.2 Contract Bonds.** The "Performance Bond" is equivalent to City's "Faithful Performance Bond."

**1-7.3 Examination of Specifications and Project Site.** Bidders shall read the specifications, review the drawings and examine the existing facilities to fully understand the project in order to plan for the improvements as shown in the contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the proposed work sites, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, drawings, or from the City/Architect of the record, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Agency.

**1-7.4 Interpretation of Drawings and Documents.** If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the City a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the City, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the City and such addendum shall be considered a part of and incorporated in the Contract Documents.

**1-7.5 Award of Contract.** The Agency reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Bids subsequently shown to be mathematically unbalanced would be rejected as nonresponsive.

A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question.

“A bid is materially unbalanced if there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the Government. Consequently, a materially unbalanced bid may not be accepted.”

In selecting the Best Value bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Agency that he or his associates are competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required, but will not alone determine whether a bidder is competent to undertake the proposed work.

**1-7.6 Execution of Contract.** A bidder whose proposal is accepted shall properly sign a written contract with the Agency on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents **within twenty-one (21) calendar days** from the date of the mailing of a notice from the Agency to the bidder, according to the address given by him, of acceptance of his proposal.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Agency enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Agency, an award may be made to the bidder whose proposal is the next most acceptable to the Agency, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

**1-7.8 Precedence of Contract Documents.** The order of precedence of contract document shall be:

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	City of Gardena.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Gardena Departments as may be required by law or ordinance.
FOURTH	The Contract.
FIFTH	The Bid Proposal.
SIXTH	Addenda.
SEVENTH	Notice Inviting Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Plans.
ELEVENTH	General Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction (current edition).
FOURTEENTH	Caltrans Standard Plans and Specifications.
FIFTEENTH	Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

## **SECTION 2 – SCOPE OF THE WORK**

**2-2 PERMITS.** The Contractor will obtain, at no cost to the Agency, all permits necessary to perform the work on streets, highways, railways or other rights-of-ways. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to those permits required for night work, overload, blasting and demolition. For private contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor and each subcontractor employed upon the work must have or obtain a valid City of Gardena Business License in accordance with the provisions of the Gardena Municipal Code.

### **2.10 DISPUTED WORK.**

**2.10.1 Retention of Imperfect Work.** If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to

make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the City, the City shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make deductions therefor in the payment of the contract item due Contractor as may be just and reasonable.

## **2-11. DISPUTE RESOLUTION.**

**2-11.1 Requests for Contract Adjustments and Relief.** If either Contractor or the Agency believes that it is entitled to relief against the other for any event arising out of or related to the work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in the applicable sections of this Contract.

In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

**2-11.2 Dispute Avoidance and Resolution.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the Agency each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work under the Contract.

Contractor and the Agency will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and the City.

If a dispute or disagreement cannot be resolved through the Contractor's Representative and the City, Contractor's Chief Executive Officer or similar senior representative and the Gardena City Manager, or designee, upon the request of the other party, shall meet as soon as conveniently possible, but in no case later than twenty (20) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meeting between the parties' senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may submit the dispute to binding or non-binding mediation. The mediation shall be conducted in any manner and by any person or mediation association mutually acceptable to the parties.

**2-11.3 Arbitration.** Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 9-4.2 above may be decided by binding or non-binding arbitration. The arbitration shall be conducted in any manner and by any person or arbitration association mutually acceptable to the parties.

**2-11.4 Claims Disputes.** Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable



review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, Section 9-4.3 shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

## **2-13 DRAWINGS AND SPECIFICATIONS (SERVICES REPORT).**

Prior to each progress payment, the Contractor shall deliver to the City, a "Services Report" with all services provided by location, district number and identify the species type for the billing period being submitted. Failure to provide a "Services Report" will cause progress payment to be withheld until information is provided to the City.

After completion of the work and before final payment for the year, the Contractor shall deliver to the City a complete set of "Service Reports" for the year. The final form and detail of "Service Reports" are subject to the acceptance of the City.

**2-14 MARKING REMOVAL.** All markings placed by the Contractor, City, and Underground Service Alert (USA) during construction shall be removed at the completion of the work. These markings shall include, but not limited to, paint, stakes, and metal tags.

All cost associated with removal of markings shall be included in the bid prices for the applicable bid items. Failure of the Contractor to remove these markings shall be cause for the City to do the work and withhold the costs from the Contractor's final payment.

## **SECTION 3 – CONTROL OF THE WORK**

**3-5 INSPECTION.** Inspection shall be made on a daily basis for areas ready for inspection. Areas or items that fail inspection or that are not ready for inspection shall be rescheduled by the contractor.

**Inspection of the work shall not relieve the contractor of the obligation to fulfill all conditions and requirements of the contract.**

**3-6 THE CONTRACTOR'S REPRESENTATIVE.** The Contractor shall furnish the City with the name, address and cell/business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

### **3-12 WORK SITE MAINTENANCE.**

**3-12.1 General.** The Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water in keeping with the AQMD and NPDES requirements. Debris, soil or other matter shall not be washed into storm drains, but shall be collected and disposed of in a legal, responsible manner. The construction area shall be cleaned with a power sweeper at the end of every workday and when deemed necessary by the City.

The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Use temporary sandbags to control the site perimeter. At the completion of the project, sandbags shall become the property of the City of Gardena and shall be remain in place.

The Contractor shall not spill on haul routes. Any such spillage shall be removed immediately, and the area cleaned.

Stockpiling of construction materials or debris on City right-of-way shall be in accordance with the NPDES permit and shall be approved by the inspector. At the completion of work, the Contractor shall thoroughly clean all work areas.

**3-12.2 Air Pollution and Surface Maintenance Control.** The Contractor shall obtain a construction water meter from Golden State Water including required deposit and fees. The Contractor shall pay for the water used, at the current water rates. All arrangements for construction water shall be made by contractor with Golden State Water at the Contractor's expense.

### **3-12.4. Storage of Equipment and Material.**

**3-12.4.1 General.** All costs associated with the disposal of all excavated or demolition materials, including any gate fees, shall be paid by the Contractor. These costs shall be included in the bid price for the applicable bid items.

Prior to any excavated or demolition material being removed from the construction site, the Contractor shall notify the City as to the hauling route and destination for disposal. If the location for disposal is other than a county landfill then the Contractor shall provide the City with written permission and release of liability for the City from the owner of the property where the material will be deposited.

The City has an exclusive agreement with Waste Resources, Inc. and no other firm may provide bulk trash bins in the event the work requires this service.

**3-12.4.2 Storage in Public Streets.** Construction equipment shall not be stored at the construction site, any public street or publicly owned facilities without approval of the City. Contractor shall store equipment at a contractor's rental yard.

All excavated material that is to be hauled to and disposed of at a County landfill site by the

Contractor is subject to a County gate fee based on tonnage.

**3-12.5.4 Protection and Restoration of Existing Improvements.** Any facilities, structures, water lines, landscaping, surfaces, signs, pavement markings, painted curbs, house numbers, etc., which are damaged during construction shall be restored to the satisfaction of the City. Damaged water lines shall be repaired immediately at no additional cost to the city.

**3-12.5.5 Access to Private Property.** The Contractor shall be aware that business and residential access must be maintained at all times. The Contractor shall schedule operations to minimize interference with access to private property.

The main access way to any business or home shall not be completely blocked for more than one four-hour period a day; blockage shall be limited to one twenty-four (24) hour period when concrete is poured.

Temporary access ways shall be provided from the street to the main access way of all businesses and homes by use of traffic rated steel plates or any other method approved by the city.

Payment for this item shall be included in the applicable contract work item.

### **3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.**

**3-13.3 Warranty.** In addition to the guarantees as required in Section 1-7.2 and 3-13.3 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one-year after acceptance of the work by the Agency to insure that defects which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the City within thirty (30) days after written notice thereof by the Agency.

## **SECTION 4 – CONTROL OF MATERIAL**

### **4-1 GENERAL.**

**4-1.1 Warranty of Title.** No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.

The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Agency.

The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

**5-4 INSURANCE.** In lieu of Section 5-4 of the Standard Specifications, refer to the City Contract Documents Section, CD-10, for detail requirements.

**5-5 ANTITRUST CLAIMS.** By entry into this Contract, Contractor hereby acknowledges the terms of Section 7103.5 of the Public Contract Code and hereby offers and agrees to assign to the Agency all rights, title and interest in all causes of action it may have outlined above.

### **5-7 SAFETY.**

**5-7.4 Hazardous Substances.** As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify the Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by the Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, the Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract, but shall retain all rights provided by the Contract and by law for making protests and resolving the dispute.

**5-7.4.1 Edison Energized Conductors.** Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

**5-7.4.2 Emergency Provisions.** Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Agency, an emergency exists of which the Agency is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Agency, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event, the Agency may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Agency may seem reasonable and necessary, all at the expense of the Contractor.

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

**6-1.1 Maintenance Schedule.** The Contractor's proposed construction schedule shall be submitted to the City within fourteen (14) calendar days after the date of the contract execution. The time of completion as specified in Section 6-3, shall commence on the date of the "Notice to Proceed."

The City will review the schedule and may require the Contractor to modify the schedule to conform to the requirements of the Contract Documents. If work falls behind the approved schedule, the Contractor shall be prohibited from starting additional work until the Contractor has exerted extra effort to meet the original schedule and has demonstrated that the ability to maintain the approved schedule in the future. Such stoppages of work shall in no way relieve the Contractor from the overall time of completion requirement, nor shall it be construed as the basis for payment of extra work because additional personnel and equipment were required on the job.

The Contractor shall include in his bid all costs to perform the work under this contract on a weekly basis. The Contractor shall begin and complete work each week prior to starting work in subsequent stages unless previous permission is obtained from the City. The contractor shall stage the work to allow parking on the next adjacent streets. Restricting parking on multiple adjoining streets shall require approval of the City.

**6-1.2 Commencement of the Work.** City may establish a Notice to Proceed (NTP) date no later than thirty (30) calendar days after the date of the contract execution. Prior to issuing the Notice to Proceed, the City will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

No work shall begin until a "Notice to Proceed" has been issued, a preconstruction meeting has been conducted, and a schedule of the work has been approved by the City. The Contractor shall submit a construction schedule to the City for approval a minimum of five (5) working days prior to commencing any work. Schedule may be bar chart or Critical Path Method, CPM, style.

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Superintendent and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Gardena and the owners of all utilities and substructures within the Project area not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

<b>COMPANY</b>	<b>CONTACT</b>	<b>TELEPHONE NO.</b>
Southern California Edison	Tricia Miller	626.533.0640
Southern California Gas	Melissa Fukunaga: Tech Services Planning: Attn - Lead Planner	213.231.7281
AT&T	Terence Little	626.817.4252
	Raymond Dover	310.515.4257
Gardena Police	Dispatch	310.3237911

L.A. County Fire Dept.		310.323.7911
Time Warner Communications	Arturo Fernandez	310.750.9099
Crown Castle	Hector Aguilera	951.454.5111
Waste Resources of Gardena	Lorena Rodriguez	310.366.7600
Golden State Water Co.	Conde Ventura	310.436.6950 x107
	Joseph Salcido	310.660.0320 x101
L.A. County Flood Control	Daryll Chenoweth	626.458.3129
L.A. Sanitation District	Jon Ganz	562.908.4288
Metropolitan Water District	Civil Eng. Substructures Section	213.217.7059
Chevron Pipeline	Dave Zerler	310.669.4014
Underground Service Alert		800.422.4133

**6-1.3 Working Day.** The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 4:00 P.M., Monday through Friday except holidays. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the Public Works. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

**If the Contractor works beyond the allowed working hours without prior written approval from the City, the Contractor may be charged Five Hundred (\$500) for each occurrence as required by the City. The amount will be deducted from a progress payment or bond.**

Contractor hereby acknowledges and shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the Agency a penalty of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in anyone (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

**6-1.4 Notice and Service Thereof.** Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Agency by personal delivery thereof to the City of Gardena or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department  
City of Gardena  
1717 W. 162<sup>nd</sup> Street  
Gardena, CA 90247-3778

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

Notification of Property Owners and Tenants - The Contractor shall notify each property owner and/or tenant in the project area in writing five (5) working days prior to the start of construction. If pedestrian or vehicular access to private property is to be blocked, the Contractor shall again notify each property owner and/or tenant in writing five (5) working days prior to construction activities. The Contractor shall provide additional notices when a lapse time occurs during each phase/segment work.

**The written notice shall be submitted to the City for approval prior to being delivered.**

## **6-2 PROSECUTION OF THE WORK.**

**6-2.1 Contractor's Responsibility for Work.** Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with the Section 1-7.6 and 5-4 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

## **6-3 TIME OF COMPLETION.**

**6-3.1 General.** The contract time shall begin per the City's written notification. The Contract is for a period of four years (48 months) of tree trimming maintenance services to trim the trees in the designated areas. An annual inflation factor rate of up to 5% based upon the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) may be applied ONLY to the Optional Services if pre-approved by the Director or Public Works.

Work must be completed within the working days specified for the project. In addition, the Contractor shall notify the City 24 hours in advance of the actual commencement of work.

No work shall be undertaken during the City's holiday closures. It is the Contractor's responsibility to determine the City's closure dates.

**6-9 LIQUIDATED DAMAGES.** An invoice will be submitted at the end of each month for completed work in that month. Incomplete work, work not performed, areas not completed within the applicable time frame or areas not in compliance with the standards and requirements set forth in these Special provisions will be deducted from the monthly invoice and may be subject to liquidated damages. The City will inspect on an as needed basis. Items not completed will be documented on a Deficiency/Action document that is required to be corrected on or before the next scheduled service day. Items that appear repetitively on the Deficiency/Action form may be

subject to liquidated damages. The Contractor will have ten (10) calendar days to complete all items on the Deficiency/Action form. All items not completed within ten (10) days will be subjected to liquidated damages in which the Contractor shall pay to the City or to be withheld from the Contractor's progress payments, the daily sum of one thousand dollars (\$1000).

The intent of this section is to emphasize to the Contractor the importance of prosecuting the work in an orderly preplanned continuous sequence to minimize inconvenience to residents, businesses, vehicular and pedestrian traffic, and to the public as a result of construction operations.

## **SECTION 7 – MEASUREMENT AND PAYMENT**

### **7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.**

**7-1.2 Method of Measure.** The quantities shown on the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work based on approved field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications. Additional bid item work shall be completed within the total working days in these specifications. Additional working days maybe allowed with the approval of the City.

### **7-3 PAYMENT.**

**7-3.2 Partial and Final Payment.** The closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

**7-3.3 Delivered Materials.** The City will NOT honor or make any progress payments for materials ordered and delivered to the job site by the Contractor unless prior approval is obtained from the City.

### **7-4 PAYMENT FOR EXTRA WORK.**

**7-4.3 EXTRA WORK.** Extra Work is defined as any additional services not identified in the bid schedule, optional services, or specifications. When work is performed on a "time and materials" basis, the following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

1)	Labor .....	20
2)	Materials .....	15
3)	Equipment Rental.....	15
4)	Other Items and Expenditures.....	15

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

## **END OF GENERAL PROVISIONS**



## TECHNICAL PROVISIONS

### CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

**PREFACE:** All work and materials shall conform to the "Standard Specification for Public Works Construction", 2021 edition, except as modified by the contract and these Technical Provisions.

Incidental Work - All work and materials required by the plans and specifications, and not specifically listed in the bid schedule items of work, shall be considered incidental and no additional payment shall be made therefore. Incidental items shall include, but are not limited to, mobilization, implementation of the applicable SWPPP or Best Management Practices for the protection of storm drain structures, adjusting utility access covers to grade, saw cutting, excavation and disposal of materials, survey, traffic control and coordination of utilities.

## PART 3 – CONSTRUCTION METHODS

### SECTION 300 – EARTHWORK

#### 300-1 CLEARING AND GRUBBING.

**300-1.2 Root Pruning and Tree Trimming.** Tree trimming and root pruning shall be performed as specified in the Special Provisions.

**300-1.2.1 General.** All trees in the City's right-of-ways, city facilities and public open space are included in this contract. Location of the trees may be curbside, within a public park, in public open space or a city facility. Some trees may have limited access for equipment and clean up. All trimming performed in right-of-ways, in City parks, or open space shall be invoiced at unit prices per the bid schedule. For non-exclusive or emergency/call out shall be invoiced at the unit prices per the Optional Services' bid schedule with prior written approval by the City. Optional Services are reserved for any additional work not covered in the base scope of work/bid schedule.

**300-1.2.2 Protection of Work.** The contractor shall continuously maintain adequate protection of all work from damage, and the City will not be held responsible for the care or protection of any material, equipment, or work, unless expressly provided for in the contract documents.

**300-1.2.3 Safety Standards.** Tree maintenance shall only be performed by qualified tree workers, who through related training, or on the job experience, or both, are familiar with the practices and hazards of arboriculture, and the equipment used in such operations. Safety standards will be followed according to guidelines listed in the American Standards Institute publication Z133.1 and as determined by the City. Operations shall comply with applicable Occupational Safety and Health Administration (OSHA) standards as well as state and local regulations. Prior to the beginning of contracted operations, the Contractor will furnish the City a current list indicating the equipment to be used for the project. All equipment shall be in a safe and working condition. Contractor shall have current OSHA Aerial Tower inspection certificates provided for all aerial equipment to be used on the job. All Certificates must be submitted with the bid. Current SB 198 Safety and Procedure manuals must be present at all times in contractor's vehicles during the course of the contract. Copies of manuals shall be presented to the City at the pre-job meeting.

**300-1.2.4 Pruning Standards.** Pruning standards will generally conform to the most recent editions of *Tree Pruning Guidelines* (International Society Of Arboriculture, 1995) and the guidelines listed in the American National Standard Institute publication ANSI-A300 (Part 1) 2008, the National Arborist Association. The purpose of the specifications is to preserve tree health and structure.

Pruning tools use in making pruning cuts shall be kept adequately sharpened to result in final cuts with a smooth surface and firmly attached remaining adjacent bark. A thinning cut should be the preferred type of cut to make. Heading cuts should rarely be used on mature trees. Tree branches should be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. When necessary, ropes or other equipment should be used to lower large branches or portions of branches to the ground. All pruning of trees shall include hazard reduction; maintenance pruning is required and is included in the 'Full Trim' unit price. 'Full Trims' shall include all crown cleaning, crown thinning, crown raising, crown reduction traffic/vista pruning, and crown restoration that may be necessary for the individual safety and health conditions of each tree

A mixed forest of old and young trees exists in the City of Gardena. Pruning standards must endeavor to balance health, function, preservation and beauty with the structural integrity necessary for safety. Trees not conforming to the guidelines due to unique characteristics, location, function, age, condition, and objective of the pruning must be considered prior to significant modifications. Modifications for street clearance, driveways and building shall be discussed and approved by the City.

**300-1.2.5 Staging Area.** It shall be the Contractor's responsibility to locate any storage sites for equipment needed and such sites either located on public or private property must be approved in advance by the City. When storage sites are to be located upon private property, the contractor shall be required to submit to the City, written approval from the record owner authorizing the use of the property by the contractor.

**300-1.2.6 Work Schedule.** A schedule will be implemented through monthly work orders from the Superintendent. Work orders shall consist of Unit price trimming and removals as determined by the City. This schedule will be modified, as necessary during the course of the contract, based on the City's trimming needs.

**300-1.2.7 Site Cleanup.** Cleanup of any debris resulting from any tree pruning or removal operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in such a manner as to result in a hazard to the public. All debris from tree operations shall be cleaned up each day before the work crew leaves the site unless permission is given by City Representative to do otherwise. All lawn areas, parkways, street and sidewalk shall be raked and/or blown clean, and all branches or other debris shall be removed from the site. All areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree pruning or tree removal operations.

Debris, trimmings, branches and wood shall be removed from the worksite by the Contractor and disposed of and shall follow as closely as possible to the trimming or removal operation. At all times prior to vacating the work site, the contractor shall clean up and remove trimmings and debris. All areas shall be left clean and free of debris at the close of each day's operation. Work shall not start before 7 am or continue past 6 pm.

Under no circumstances will any debris be permitted to enter the storm drain system.

**300-1.2.8 Disposal of Green Waste.** The Contractor shall comply with Assembly Bill AB 939. The Contractor shall employ a chipper to grind as much of the tree trimming debris which has been generated from the tree trimming/removal operations as possible. Tree trimming debris shall not be disposed of as refuse. All tree trimming debris shall be recycled at a green waste facility or spread as mulch. A report that quantifies the amount of green waste diverted shall be submitted each month to the City. The monthly Green Waste Recycling report is included in the proposal amount. Wood chips can only be dumped and spread on public land within the city limits on request from the city. All chips requested to be recycled on public land are required to be spread the same day and cannot exceed 5-inches in depth. Form of reporting and/or reporting forms must be approved by the Public Works Director or his representative prior to commencement of the contract.

**300-1.2.9 Climbing Techniques.** Climbing and pruning practices should not result in injury to the trees. Injury from the pruning cut shall be minimized by use of the proper method, location and angle of the pruning cut.

Climbing spurs shall not be used for tree trimming, but may be used during aerial rescue or when removing the same tree. Rope burns to thin barked tree shall be avoided by use of a block or leather sleeve between the crotch.

**300-1.2.10 Certified Arborist/Certified Tree Worker.** The Contractor shall ensure that a certified arborist, as accredited by the International Society of Arboriculture oversees the tree work according to these specifications.

The Contractor shall ensure that any tree crew will have at least one certified tree worker, as accredited by the International Society of Arboriculture to perform the tree trimming work to the contract standards.

**300-1.2.11 Competing Plant Material.** Competing plant material or plant material clinging or attached to the tree trunk or branches in the canopy such as ivy, volunteer trees or woody shrubs shall be removed to provide an 18-inch clear area around the trunk and buttress. The Contractor is responsible for minimizing harm to the trunk and branches during this operation. All competing plant material shall be removed unless directed otherwise by the City representative.

**300-1.2.12 Emergency Work.** Emergency tree trimming or other optional service removal operations will be determined by the City as the hazardous conditions are identified. All emergency work will require initial response within one hour of notification. Notification to an emergency phone will be considered proper notification. The Contractor shall have the capability to receive and respond immediately to a call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition. The Contractor shall have the duty to respond to the emergency jobsite within two (2) hours from time of the initial response.

The Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of two (2) contact individuals at the Pre-job meeting. Should the phone number or contact person change during the course of the contract, those updates must be provided to the City. The Contractor's name and telephone number will also be listed with the Police Department.

Upon arriving at any emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public. The Contractor shall be required to provide all traffic control required during the emergency operation.

Should the work involve any high voltage lines, the Contractor shall be required to notify the responsible utility company.

Emergency work shall be invoiced at the contract unit price as defined in the optional services and each unit prices shall include equipment, labor, tools and materials to complete the work and clear and/or secure the site from danger to the public. During rain events, on streets where high traffic is an issue, or during a time when further work will be disruptive to an event or the community, only that which is necessary to provide safety for the public and emergency workers is required and authorized. Work to complete an emergency tree issue after the first response will be billed at the established unit price for trimming or removals. All work that is necessary to complete for the tree trimming or removal following the initial emergency response is required to be completed within 5 working days of the emergency notification.

Failure to respond within two (2) hours of attempt to contact may result in a \$500 penalty per incident and may be grounds for termination. Failure to respond to an emergency at any level will subject the Contractor to any primary or secondary costs arising from said emergencies.

**300-1.2.13 Full Trim Specifications.** Full trim includes all hazard reduction and maintenance pruning as is necessary to establish safety, improve health and structure of the tree as required by the contract pruning standards and as directed by the City Forester. All pruning types listed below are included in the bid price.

### **Crown Cleaning**

- Removal of all diseased, broken, crowded, crossing, weakly attached, low vigor branches and water sprouts and dead wood to a minimum size of 1.5 inches in diameter throughout the tree's crown.
- Provide uniform distribution of branches and foliage throughout the crown. A general rule is to maintain 50 % of the foliage on branches arising from the lower two-thirds of the tree.
- Remove stubs, cutting outside the collar or wound wood tissue that has formed around the branch.
- Reduce end weight on heavy, horizontal branches by removing small diameter branches near the ends of the scaffolds or to an appropriate vertical branch (one-third the diameter of the branch being removed) to provide clearance over streets, roofs, sidewalks, parking lots, structures and pedestrian areas.
- Young trees are pruned to enhance the development of strong structure that is consistent with the normal character of the species.
- Excurrent trees are pruned to maintain a strong central leader with good spacing of radial scaffold branches.
- Decurrent trees are pruned to develop sturdy, tapered trunks with well-spaced lateral scaffold branches proportional in size.
- Competing leaders are reduced or removed.
- "Lion-tailing" or removing all interior lateral branches is not permitted.

### **Crown Thinning**

- Selective removal of branches to reduce weight on heavy branches while retaining the tree's natural shape. Normal thinning should not exceed 25% of the density unless necessary for safety.

## **Crown Raising**

- Removal of low branches to provide clearance for buildings, vehicles, pedestrians and signage, as necessary or as directed by the City. Raising canopies is intended to provide 14 feet clearance over the street, 8 feet over pedestrian areas and is intended to balance the tree's canopy uniformly. The purpose of these specifications are for safety, but are intended to preserve the beauty, structural integrity, and functional value of the trees recognizing that trees are individuals with different form and structure that may not always fit the guidelines.

## **Crown Reduction**

- Thinning cuts to reduce the size of the crown when a tree is too large for the location and can include removal of large limbs or leaders to an appropriate lateral one-third the diameter of the branch being removed and is commonly referred to as drop- crotch pruning, as necessary or as directed by the City.

## **Crown Restoration**

- Pruning of damaged or unbalanced trees to select and reduce the number of water sprouts for the purpose of improving the safety and appearance of the tree, as necessary or as directed by the City.

**300-1.2.14 Canopy Raising Specifications.** Canopy raising includes all safety trimming necessary on branches within 14 feet above grade. The purpose of these specifications is for safety, but are intended to preserve the beauty, structural integrity, and functional value of the trees recognizing that trees are individuals with different form and structure that may not always fit the guidelines.

**300-1.2.15 Palm Trimming Specifications.** Palm trimming includes all trimming necessary to provide pedestrian and vehicle safety. Palms will be trimmed in accordance with the general specifications, but must consider the type of palm to determine the number of fronds to remove beyond those that are dead or discolored. To keep palms healthy, only dead, or yellowing fronds are removed. Safety, appearance, and symmetry of the palm may require increased amounts of trimming as the City may direct. As with all trees that are not being removed, climbing gaffs or spurs are not allowed (Phoenix canariensis palm requires separate specifications with additional requirements).

- Remove all dead fronds, the entire length of the trunk including removal of the petiole and sheath. Trim as close to the trunk as possible without damage to the live trunk tissue.
- Remove all seed stalks and fruit as close to the base or point of origin as possible.
- Remove fronds that are deteriorating and yellow only within the established trimming zone.
- Yellow or deteriorating fronds within the remaining canopy are not to be removed unless directed to be remove by the City.
- Angle of the remaining fronds shall be no less than 45 degrees, preferably more, unless directed by the City.
- Palm peeling is included and shall be performed without damage to the living trunk tissue.
- Palm fronds that are not peeled or skinned normally shall be cut with a clean and blunt cut as close to the trunk as possible without cutting the attached circular fibers. The finished cut can be flat, or arrow shaped but not diagonal.
- Petioles/sheaths on palms that normally are retained and trimmed to shape are required to be retained and shaped in a consistent manner or as directed by the City.

- Palms, in some cases, will be trimmed to match an existing trimming style that retains a portion of the petiole and sheath.
- All weeds or unwanted plants growing on the trunk of a palm shall be removed.
- Palm seedlings within a 3-foot radius at the time of trimming shall be removed unless directed to protect
- Palms that have damage, spike marks, decay and/or deterioration shall be reported to the City immediately.

**300-1.2.16 Tree Removals.** All tree removals shall be performed in a manner that protects persons, property, utility wires and plant material in the landscapes below. Damage that is avoidable shall be the contractor's responsibility to repair to the satisfaction of the City.

- The tree removal shall not damage the surrounding area including other trees, landscapes, property, animals, pets, birds, persons, structures, irrigations systems, lighting or utility wires.
- All trees except those trees in parkland or an area where the tree can be felled without damage to surrounding area with approval from the city, shall be removed in pieces by lowering limbs and trunk sections with ropes
- Trees shall not be notch cut and felled. Any exception including those in Parklands shall be approved by the City.
- Extreme care must be taken to prevent unsafe working conditions and/or hazardous conditions.
- All required traffic control including flag men with proper signs and communication devices shall be employed and at no time shall a tree block the street.
- Stump removal is included in the unit price

**300-1.2.17 Canary Island Palm Removals.** All Canary Island palm tree removals shall be performed in a manner that protects persons, property, utility wires and plant material in the landscapes below. Damage that is avoidable shall be the contractor's responsibility to repair to the satisfaction of the City.

- The tree removal shall not damage the surrounding area including other trees, landscapes, property, animals, pets, birds, persons, structures, irrigations systems, lighting or utility wires.
- Removals shall not be performed on wet or excessively windy days.
- All trees except those trees in parkland or an area where the tree can be felled without damage to surrounding area with approval from the city, shall be removed in pieces by lowering limbs and trunk sections with ropes
- Trees shall not be notch cut and felled. Any exception including those in Parklands shall be approved by the City.
- Extreme care must be taken to prevent unsafe working conditions and/or hazardous conditions.
- All required traffic control including flag men with proper signs and communication devices shall be employed and at no time shall a tree block the street.
- Palms identified for removal due to disease shall protect the surrounding area from spread of saw dust with the use of plastic sheeting. All debris from the removal shall be removed from the site and delivered to a landfill. No grindings or mulch from the removal can be used in a re-cycle program or dumped for mulch within the City boundaries.
- Stump removal is included in the unit price.

**300-1.2.18 Brush Removal and Chipping.** All chipping and grinding shall be conducted in a safe manner to minimize debris flying out of the truck or disruption to the community. At no time shall the exhaust be directed at the plant material. Any damage from heated exhaust damaging plants is the contractor's responsibility to repair to the satisfaction of the City.

**300-1.2.19 Stump Grinding.** Stump removal when a tree is being removed is included. Stumps that exist and are not part of a present removal shall be invoiced per optional services' item.

- Tree stumps shall be ground completely to 18-inches below soil surface unless utilities or the site conditions prevent this depth.
- All surface roots within an 8 feet square circumference of the stump shall be removed by grinding unless the site conditions prevent this or excessive damage that is unacceptable will occur.
- All excavations as a result of this process shall be backfilled with native soil or its equivalent to establish a level grade with the surrounding soil, compacted and fine graded.
- Tree stumps in an open space area shall be filled native soil and the grindings spread on site unless a safety issue prohibits this.
- All grinding of stumps resulting from tree removals shall be completed within 48-hours. Unless stump grinding follows immediately, the stump will be left in a safe condition with appropriate cones, barricades and caution tape.
- It is the contractor's responsibility to contact Dig Alert to confirm the location of any utilities in the immediate area around the tree.
- The contractor is responsible to repair any damage resulting from the stump grinding unless prior written approval is received to damage the surrounding area due to the process of grinding.

**300-1.2.20 Personnel.** The City reserves the right to require a change in personnel if a conflict or inability to perform to the City's standards occurs. Additionally, no change in personnel assigned to the City is allowed without prior approval from the City.

## **PART 6 - TEMPORARY TRAFFIC CONTROL**

### **SECTION 600 - ACCESS**

#### **600-1 GENERAL.**

**600-1.1 Public Convenience/Notification and Safety Access.** It is the responsibility of the Contractor to confirm the need for notification including "temporary no-parking" before any work is performed with the City. When notification is required, the Contractor shall notify in writing residents of property adjoining the location of the work at least forty-eight hours before the start of work in that Parkland area or on the adjacent street. The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before using the parking lane for tree trimming purposes. In the case of work requiring the removal of tree(s) which may interfere with the use by the residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of work may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents

of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

The contractor shall submit its work schedule and traffic control plans to the City for approval. No closure of any street shall be allowed unless prior permission is obtained from the City Engineer. **This schedule shall allow residents on the street where tree work is taking place, ample “on street” parking within an 800-foot distance from their homes.**

Traffic control shall conform in accordance to the latest editions of the Work Area Traffic Control Handbook, the Caltrans' Manual of Traffic Control in Construction and Maintenance Zones, and the standards contained in the “Manual of Uniform Traffic Control Devices (MUTCD)” and the stipulations set forth in this article.

Contractors shall maintain one lane of traffic in each direction at all times during construction, especially on heavily traveled arterials and collector streets, and even on cul-de-sac streets, unless otherwise approved by the Engineer. If necessary, and with prior City approval, a combination of flagmen and traffic control devices should be used to allow two-way traffic with only one lane available. No streets or alleys shall be entirely closed without prior City approval.

Portions of this project may be on streets that are heavily used. Any work that affects the flow of traffic or is a distraction to the safe flow of traffic is required to have a Traffic Control Plan approved prior to performing this type of work. Full compensation for the development of a traffic control plan acceptable to the City and the installation of traffic control devices for the duration of the project shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

The contractor shall submit traffic control plans and project schedules to City staff. Any changes to the traffic control plans and schedules must be submitted to staff 72 hours prior to the scheduled day the activity is to occur. Traffic control shall adhere to W.A.T.C.H. manual guidelines. The contractor shall notify motorists of impending detours at least forty-eight hours prior to their occurrence, through the use of traffic control devices and postings.

Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation “Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways.”

Proper delineation of the travel way. If the traffic cones or portable delineators are damaged, or are not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

Contractor shall furnish such flagmen as necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty, are assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current “Instructions to Flagmen” of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.



Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided above, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other contractors engaged on adjacent or related work.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

**600-1.2 Street Closures, Detours, and Barricades.** The Contractor shall not close any street within the City of Gardena without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the contractor as required by the Engineer.

The Contractor shall provide temporary "No Parking" and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. Contractor shall also provide an approval barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work, they shall be blocked by two (2) Class II barricades or one (1) Class II barricade and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice, with City approval, to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

The Contractor shall provide and maintain Type II barricades along excavation edges parallel to the flow of traffic at a maximum spacing of twenty-five feet. Type II barricades mounted with flashers shall be installed around work areas in parkways. Type II barricades shall have alternating reflective orange and reflective white stripes at an angle of 45 degrees. The strip width shall be in accordance with Table 5-1 "Barricade Characteristics" "Manual of Traffic Controls for Construction and Maintenance Work Zones".

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street, or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Agency will place such necessary items and the Contractor shall be liable to the Agency for providing such devices in accordance with the following provisions:

1. For placing of barricades: \$5.00 per barricade for the first day or any part thereof and \$2.00 per barricade, per day, for each day thereafter or any part thereof. For flashers: \$2.50 per flasher for the first day or any part thereof and \$1.00 per flasher, per day, for each day thereafter or any part thereof. For traffic cones: \$1.00 per cone for each day or any part thereof.
2. In the event that the services of the Agency are required between the hours of 5:00 P.M. and 8:00 A.M., during the normal week or at any time on Saturday, Sunday or an Agency holiday, there shall be an additional charge to the above set forth minimums of \$188.00 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Agency. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.