

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
FIELD OPERATIONS DIVISION**



REQUEST FOR BID PROPOSAL (RFP) FOR

**CITYWIDE TREE MAINTENANCE PROGRAM
CITY PROJECT NO. 690-ST**

All questions regarding this project are to be directed to:

**DAVID TORRES
FIELD OPERATIONS MANAGER
Office phone: 323-563-5784
Email: dtorres@sogate.org**

ISSUE DATE: MAY 19, 2022

SUBMITTAL DEADLINE: JUNE 9, 2022

**BID
SET**

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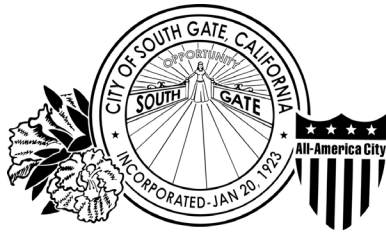
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NOTICE INVITING BID PROPOSAL



City of South Gate

8650 California Avenue, South Gate, CA 90280-3075 (323) 563-9576 Fax (323) 563-9572

Chris Jeffers
Deputy City Clerk

THE CITY OF SOUTH GATE

NOTICE INVITING BID PROPOSALS **CITYWIDE TREE MAINTENANCE PROGRAM** **CITY PROJECT NO 690-ST**

INTRODUCTION:

The City of South Gate (City) is soliciting proposals for the Citywide Tree Maintenance Program from qualified contractor (Contractors). The selected contractor will be responsible for providing tree maintenance services necessary for the general maintenance of the City's urban forest, as well as for emergencies and as-needed work requests.

This Request for Proposal (RFP) is for the procurement of services for a maintenance program and is not a solicitation of bids for a public works project. As such, neither State law nor City ordinance requires the City to award the Citywide Tree Maintenance Program contract to the lowest bidder. The City intends to award a contract to the highest ranked contractor based on the various criterion identified within this RFP, subject to any price negotiations and the execution of a written agreement between the parties. Although pricing will be a factor in determining the highest ranked contractor, other factors will also be considered by the City, such as experience and qualifications.

Except as to the deadline and manner established for submission of the proposal, the City reserves the right, in its sole discretion, to waive any defect in the Contractor's proposal. Any proposal submitted shall remain valid and may not be withdrawn for a period of ninety (90) days from the deadline date herein.

Proposals shall be submitted to: South Gate City Hall, Office of the City Clerk, 8650 California Avenue, South Gate, California 90280 by no later than 4:00 p.m. on JUNE 9, 2022. This time and date is fixed, and extensions will not be granted. Proposals must include sealed cost proposals to be considered responsive. Proposals not delivered to the Office of the City Clerk, and/or received after the deadline, will not be considered and will be returned unopened. One (1) original and three (3) copies of the Contractor's proposal shall be submitted in sealed envelopes clearly marked on the outside "Citywide Tree Maintenance Program Request for Proposal." Cost proposals must be submitted on the forms provided herein for this purpose. Proposals in the form of telephone calls, facsimiles, or e-mails will not be accepted.

The City does not recognize the U.S. Postal Service postmarks or receipts from UPS, FedEx, or other carriers in determining the date and time the proposal was received. The Contractor shall fully ascertain by inspection the amount and character of the work required by this RFP and the field conditions the work shall be performed in.

The City reserves the right to reject any bid which is not made on a proposal form furnished in the Contract Documents by the City of South Gate. All bids shall be valid and irrevocable for a period of 90 days after City's bid opening date, notwithstanding any award of contract by the City to another bidder.

Contractor License: Bids will not be accepted from contractors who are not licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code of the State of California. The bidder shall be required to possess and hold both a valid State of California C-27(Landscaping) and a C-61/D49 (Limited Specialty/Tree Service) Contractor's License. Both licenses must be in good standing at the time of the RFP submittal as well as in the prior three-consecutive-year period prior to the date on which the contract is awarded.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of that Labor Code section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

Pursuant to Section 1773 of the Labor Code, the State prevailing wage rates for this project have been determined by the Director of the California Department of Industrial Relations (DIR) and are set forth on the DIR website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications. A copy of the Contractor's certified payroll will be required to be submitted with each invoice.

Before a contract is entered into with the successful bidder, the bidder shall present evidence in writing to the City Clerk, City of South Gate, that the bidder has a current combined single limit liability policy with aggregate limits for Bodily Injury and Property Damage in the amount of not less than one million dollars (\$1,000,000).

Bidders are required to carefully examine the project sites, specifications, and requirements prior to submitting a bid.

Rejection of Bid Proposals The City of South Gate reserves the right to reject any and all bids or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures. The City shall be the sole judge of the bids received and take all bids under advisement for a period of 90 days.

If any interested person seeks additional information regarding this Notice Inviting Bid Proposals on the proposed Project, please contact Dave Torres, Field Operations Manager, during regular

business hours of the City of South Gate, 7 a.m. to 5 p.m., Monday through Thursday at (323) 563-5784 or by email at dtorres@sogate.org.

Notice given this May 19, 2022.

By order of the City of South Gate.

Chris Jeffers , Deputy City Clerk
City of South Gate, CA

PART I - INSTRUCTIONS TO BIDDERS

PART I

INSTRUCTIONS TO BIDDERS

1. FORM OF BID AND SIGNATURE

- (A) The proposal shall be submitted on the form hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed.
- (B) The bidder shall state the Total Bid amount for which the bidder proposes to supply the labor, materials, supplies or equipment, and perform the work required by the Specifications. Payment of contract work will be made based on the bid items, unit costs and quantities of work performed.
- (C) 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 partnership, it shall be signed by the general or other authorized partner and the name and address of each partner shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal and the name and titles of all officers of the corporation shall be given.
- (D) The City of South Gate reserves the right to reject any and all bids, or delete portions of any and all bids, or waive any informality or irregularity in the bid or the bid procedure. The City shall be the sole judge of the bids received and take all bids under advisement for a period of 90 days.

2. PREPARATION OF THE BID

- (A) Blank spaces in the Bid Schedule(s) shall be properly filled. The phraseology of the proposal must not be changed, and no additions shall be made to the items mentioned therein.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. Alterations by erasure of interlineations must be explained or noted in the proposal over the signature of the bidder.

- (B) A bidder may withdraw his, her or its proposal before the hour fixed for opening bid by submitting a written request to the City for its withdrawal. On receipt of this written request, the proposal will be returned unopened.
- (C) All bids shall be valid for a period of 90 days after the City's bid opening date, notwithstanding any award of contract by the City to another bidder.
- (D) No proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited

to be present at the opening. The City reserves the right to waive any informality in any proposal, to reject any or all proposals, and to make award to the lowest responsible bidder as the interest of the City may require.

3. REGISTRATION OF CONTRACTORS

The Contractor shall be required to possess a C-27, C-61, and D-49 specialty contractor licenses for the aforementioned at the time the contract is awarded.

4. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall make, file, or be interested in more than one proposal for the same work. A person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

5. CONTRACTOR SELECTION PROCESS/SELECTION CRITERIA

The City will create a selection committee that will be responsible for evaluating and ranking the proposals submitted. The proposals will be evaluated based on the following evaluation criteria:

- 1) Contractor's qualifications, experience, past performance and track record (10 points);
- 2) The experience and past performance of the employees, agents, and subcontractors specifically assigned to this project (10 points);
- 3) Experience and familiarity with the City's urban forest and maintenance standards (5 points);
- 4) Familiarity with tree trimming standards (20 points);
- 5) Company resources and ability to respond cost effectively and timely to emergencies (10 points);
- 6) Cost-effectiveness of fee and hourly rates (as noted in Page 11); (25 points);
- 7) The Contractor's EMR for calendar years 2018, 2019 and 2020 (5points);
- 8) Has had at least three existing contracts with public agencies servicing tree inventories of over 10,000 trees per contract (5 points); and
- 9) Experience with local agency contracts maintaining tree inventories of at least 10,000 trees preferred located on municipal parks, streets and municipal facilities (5 points).
- 10) Approach to inventorying trees, tree maintenance management software utilized and ability to report work completed on a weekly basis (5 points).

The selection committee will evaluate and rank the submitted proposals according to the evaluation criteria. A shortlist will be established based on the highest ranked proposals. The shortlist will include enough qualified contractors to ensure that at least three (3) contractors are interviewed. The selection committee will then conduct interviews and rank contractors. The highest ranked Contractor will be recommended for a contract. The City will conduct reference checks at the conclusion of the selection process of the highest ranked Contractor, which shall be satisfactory. The City will negotiate the fees with the

highest ranked Contractor. If an agreement cannot be reached, then negotiations will proceed to the next highest ranked Contractor, and so on and so forth, until the City successfully negotiates a mutually acceptable agreement.

At its sole discretion, the City may choose to interview all contractors that submit Proposals, regardless of the rankings resulting from reviewing the Proposals.

The City reserves the right to waive any defects in the Proposal. Proposals offering less than 90 days for acceptance from the proposed RFP due date may be considered non-responsive and may be rejected.

At the time of submittal, the successful Contractor must have staff that includes Certified Crane Operator(s) as recognized by National Commission for the Certification of Crane Operators (NCCCO). Contractor shall have OSHA certification for aerial equipment to be used throughout the term of this project.

6. LOCAL CONDITIONS

- (A) Bidders shall read the Specifications, examine the site, and make their own estimates of the existing conditions and the difficulties which attend the execution of the work called for by the proposed contract, including, without limitation, local conditions, uncertainty of weather, and all other contingencies.
- (B) Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such other means as they may choose as to actual conditions and requirements necessary to bid. Information derived from the Specifications or drawings, or from the Assistant City Manager/Director of Public Works, and/or his designee, shall not relieve the bidder of this responsibility.

7. EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the City on the form of agreement attached hereto and provide certificate for workers' compensation coverage, all in accordance with the provisions hereof within ten (10) days (not including Sundays or holidays) or such additional time as may be allowed by the Assistant City Manager/Director of Public Works from the date of mailing of a notice from the City to the bidder, according to the address given by the bidder, of the acceptance of the bidder's proposal. If a bidder to whom award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, a new award may be made to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if such bidder were the party to whom the first award was made. A corporation, limited liability, limited partnership, or other legal entity to which an award is made shall be required, before the contract is finally executed, to furnish evidence of its corporate, company, partnership, or other legal existence, of its right to do business in California.

8. FINANCIAL CONDITION

The City may request a complete, notarized financial statement from the contractor prior to the award of the contract, and will notify the contractor if said statement will be required.

9. INSURANCE POLICIES

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies covering risks located in this State, and the premiums and commissions thereon. A bidder to whom the contract is awarded shall furnish, satisfactory evidence that the requirements of said code have been observed.

10. LIABILITY INSURANCE

Before the contract is executed on behalf of the City, a bidder to whom the contract has been awarded shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be named as an additional named insured with the bidder. The policy shall insure (i) the City of South Gate, the South Gate Housing Authority, and their officers, employees, elected officials, and agents, and (ii) the bidder and bidder's employees, successors, assigns, heirs, agents, and subcontractors (and their employees and agents while acting within the scope of their duties), against all claims arising out of or in connection with the work to be performed; and the policy shall remain in full force and effect until the work is accepted by the City.

11. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees, from any and all claims and losses whatsoever occurring or resulting to or from any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the agreement, any and all claims, lawsuits or actions arising from the awarding or execution of the agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of or connected with the Contractor's obligations or performance under the agreement. The Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees as stated hereinabove, shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THE AGREEMENT.

12. ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof and hereof, or of

funds to be received thereunder, will be valid unless prior to the effective date of the assignment, the assignment was approved in writing by the City and consented to in writing by the Contractor's surety. Notwithstanding the foregoing, and to the extent permitted by law, the City has the absolute right to refuse, on any grounds or no grounds at its sole discretion, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

13. NON-COLLISION AFFIDAVIT

The City reserves the right, before any award of the contract is made, to require any bidders to whom it may make an award of the principal contract, to execute a Non-Collusion Affidavit in the form attached hereto.

14. LABOR COMPLIANCE

The Contractor must comply with the prevailing wage rates as determined by the State of California. Pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the work in connection with the Citywide Tree Maintenance Program. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

- (A) All mechanics and laborers employed or working in the City in connection with Citywide Tree Maintenance Program City Project 690-ST will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations under the Copeland Act, 29 CFR Part 3), the full amount due at time of payment computed as wage rates not less than those contained in the above determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. For the purpose of this clause, contributions made, or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made, or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
- (B) The Contractor shall not require nor permit any laborer or mechanic, in any work week in which he or she is employed on such work, to work in excess of eight (8)

hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic is compensated at a rate not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such week, as the case may be.

- (C) The Contractor shall submit weekly a copy of all certified payroll to the City. The copy shall be accompanied by a statement signed by the employer and the employer's agent indicating that the payroll copy is correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classification set forth for each laborer or merchant conforms with the work he or she performed. The Contractor will make the Contractor's records required under labor standards clauses available for inspection by authorized representatives of the City and the Department of Labor and will permit such representatives to review employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certificate payroll submitted to the contracting agencies and shall identify the program. Payroll and basic records relating thereto will be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work or otherwise in the performance of work pursuant to this bid.

15. A STATEMENT OF CORPORATE CAPABILITY STATING THAT COMPANY IS ABLE TO COMPLETE THE WORK IN A TIMELY MANNER.

16. INFORMATION MANAGEMENT

- (A) A written description of the Contractor's proposed software program to be used to manage the City's tree inventory, the Contractor's ability to provide accurate inventory updates for all trees services, and Contractor's program to train City personnel on the use of the software.
- (B) A statement describing the Contractor's ability to provide data for the City's Geographic Information System (GIS).

17. QUALITY CONTROL PLAN

- (A) A written description of the Contractor's plan to report green waste generated and the method for its disposal.
- (B) A written description of methodology to be used for notifying residents prior to commencement of tree maintenance work. (Door hangers are permitted in the City.)
- (C) The methodology in which the Contractor will handle complaints from the public and damage to public and private property.
- (D) Effective means to correct problems.
- (E) The means the Contractor will use for completing the project.
- (F) A progress report shall be submitted weekly documenting the work performed for sign-off from City representative. Invoices shall include the progress reports as back-up. The progress report format is subject to City approval.

- (G) A City-specific Quality Control Plan shall be provided at the kick-off meeting.

18. EMPLOYEE TRAINING

- (A) A written description of the Contractor's internal tree maintenance and arboricultural training program.

19. SCHEDULE OF COMPENSATION

Bidder to provide a breakdown of the bidder's equipment and labor costs to complete the work for each year. The breakdown shall include the total number of hours required to complete the trimming operations and the costs associated with the trimming.

20. LIST OF STAFF QUALIFICATIONS, INCLUDING, BUT NOT LIMITED TO:

- (A) All Certified Arborists employed by the Contractor.
- (B) All Certified Utility Arborists employed by the Contractor.
- (C) All Certified Tree Workers employed by the Contractor.
- (D) All Certified Urban Foresters and/or Municipal Arborists employed by the Contractor.
- (E) All Utility Line Clearance Tree Workers employed by the Contractor.
- (F) California State Licensed Pest Control Advisor and Applicator employed by the Contractor.
- (G) American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the Contractor to consult on tree health issues.
- (H) Technicians providing technical support for inventory software.
- (I) Traffic Control Design Specialist(s) and Traffic Control Technician(s) in accordance with the American Traffic Safety Services Association (ATSSA).

PART II

BIDDER'S REQUIREMENTS

Contractor Name: _____

BID PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL OF THE
CITY OF SOUTH GATE, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded to the undersigned and to furnish any and all labor, materials, equipment, transportation, and other facilities required for

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST

together with appurtenances thereto, all as set forth in the Specifications and other Contract Documents. The undersigned further proposes and agrees that if the undersigned's bid proposal is accepted, the undersigned will contract in the form and manner stipulated, perform all work called for by the Specifications and other Contract Documents, complete all such work in strict conformity therewith within the time limits set forth therein, and accept as full payment therefore the total bid amounts named in the Bid Schedule(s) forming a part hereof.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the contract, namely, the Notice Inviting Bids, the Instructions to Bidders, the proposal forms, the Bid Schedule(s), the Agreement form, the Contractor's Safety Record, the Contractor's Qualification Statement, the Workers' Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications (and drawings), the Special Provisions and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself, herself, or itself as to the nature and location of the work and fully informed himself, herself, or itself as to all conditions and matters which can in any way affect the work or the costs thereof.
3. The undersigned fully understands the scope of the work and has carefully checked all words and figures inserted in this bid and further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.
4. The undersigned will execute the agreement and furnish the required certificates of insurance within ten (10) calendar days after notice to the undersigned of acceptance of bid by the City. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next lowest bidder.
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not herein named, that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which the undersigned submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In the case of any variation between the unit price and totals shown by bidder, the unit prices will be considered to be the bidder's bid. In the case of any variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda No(s). Received

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Signature

By _____

Address

Title

Signature

By _____

Address

Title

Telephone Number

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST BID SCHEDULE

Contractor's Name _____

Date _____

Honorable Mayor and City Council of the City of South Gate, California:

In accordance with the Notice Inviting Bids for the **CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST**, the undersigned declares that the undersigned has carefully examined the Specifications for this project, has read the Notice Inviting Bids, is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

Section 3-2.2.1 of the Standard Specifications is hereby amended by addition of the following: If a bid item is deleted in its entirety and that bid item has no direct effect on the performance of any other bid item, no adjustment in bid prices for any item will be provided. Furthermore, the City reserves the right to increase and decrease the amount of any quantity shown.

BID SCHEDULE FOR FOUR (4) YEAR CONTRACT TERM

A. GENERAL SERVICES

Item	Service	Unit	Unit Price	Estimated Units	Extended Price
1	YEAR 1 - Grid Trimmings: Trim all trees in Maintenance Zones 3, 4, 6, 7 and 18. [1] [4] [6]	Ea.	\$	2792	\$
2	YEAR 2 - *Grid Trimmings: Trim all trees in Maintenance Zones 17, 16, 15 and 14. [1] [4] [6]	Ea.	\$	3,601	\$
3	YEAR 3 - *Grid Trimmings: Trim all trees in Maintenance Zones 13, 12, 5, 1 and 2. [1] [4] [6]	Ea.	\$	5059	\$
4.	YEAR 4 - *Grid Trimmings: Trim all trees in Maintenance Zones 11,10, 9 and 8. [1] [4] [6]	Ea.	\$	3232	\$
5	Cost per Tree (Off Cycle, Special Request Trimming/Pruning unit price. [1] [2] [4] [6]	Ea.	\$	300	\$
6	Not Used				
7	Not Used				
8	Not Used	.			
9	Not Used				

10	Cost per Trim of all Trees located on median island in Maintenance Zones one (1) through eighteen (18) Yearly [1][2][4]	Ea.	\$	500	\$
11	Trim City Park trees less than 50 feet in height [3] [4]	Ea.	\$	1,200	\$
12	Trim City Park trees more than 50 feet in height [3] [4]	Ea.	\$	1,200	\$
13	City Street and/or Park tree requiring special equipment (for example 85 ft. or larger bucket truck or crane) [3] [4]	Ea.	\$	500	\$
14	Tree and Stump Removal (Trunk diameter to be measured at breast height.)	Inch	\$	5000	\$
15	Stump Only Removal (Trunk diameter to be measured at breast height.)	Inch	\$	2,400	\$
16	Tree Inventory [5]	L.S.	\$	1	\$
17	Furnish and install bi-monthly approximately twenty, 15-gallon trees per year (includes tree, labor, equipment, root irrigation device, materials, 180-day establishment period, watering, delivery).	Ea.	\$	480	\$
A. SUB-TOTAL – GENERAL SERVICES					\$

[1] All Grid Trim shall be a safety type of trim and shall follow the scope of work guidelines in Section S and T of Scope of Work, all grid trimming will be verified by city staff prior to the start of work. The contractor will provide 3 samples of grid trimming for each zone and verified by city staff.

[2] Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200- yard radius), shall be priced as zone trimmings even when off the regularly scheduled grid plan.

[3] All Park trees will be trimmed in three (3) year cycles. Approximately, one-third of the trees will be trimmed on first year, another one-third on second year and the remaining one-third on the final year.

[4] All tree quantities are approximate quantities and actual number of trees shall be verified once the tree inventory is completed.

[5] Contractor shall prepare the Tree Inventory within 90 days of executing the contract. At the completion of the Tree Inventory, Contractor shall submit a revised Bid Schedule that reflect the actual number of trees in inventory.

B. EMERGENCY SERVICES

	Service	Unit	Unit Price	Estimated Units	Extended Price
1	Crew rental (M-F, normal business hours) [6]	Crew Hours	\$	200	\$
2	Crew rental (nights) [6]	Crew Hours	\$	250	\$
3	Crew rental (weekends and/or holidays) [6]	Crew Hours	\$	250	
B. SUB-TOTAL - EMERGENCY SERVICES					\$

[6] Fully equipped 3-person crew called in for emergency service; to include all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST, TOTAL BID, (written in numbers). THE TOTAL BID IS EQUAL TO THE SUM OF (SUB-TOTAL – GENERAL SERVICES) + (SUB-TOTAL EMERGENCY SERVICES).

\$ _____

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST, TOTAL BASE BID, (written in words): THE TOTAL BID IS EQUAL TO THE SUM OF (SUB-TOTAL – GENERAL SERVICES) + (SUB-TOTAL EMERGENCY SERVICES).

See attached Exhibit “A” in the back of these Specifications for a map of Maintenance Zone.

It is the City’s intent to award a four (4) year contract. The UNIT PRICES and TOTAL BID amounts shall remain unchanged during the four (4) year contract term. If the City exercises the option (granted to it in Article VII of the contract attached hereto as Part III) to extend the term beyond the initial four (4) years, then the UNIT PRICES and TOTAL BID amount shall be increased or decreased by a percentage equal to the percentage increase or decrease in the Consumer Price Index on the first day of the option term as compared to the Consumer Price Index on the first day of the initial term. For purposes of this paragraph, “Consumer Price Index” means the Consumer Price Index (all items) for All Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles – Riverside – Orange County Metropolitan Area (1982-84=100 base).

The City of South Gate reserves the right to reject any and all bids, delete portions of any and all bids, and waive any informality or irregularity in the bid or the bid procedures, and the City shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto.

Contractor: _____

License No: _____ **Expiration date:** _____

Name: _____ **Title:** _____

Signature: _____

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST

This information must include all maintenance or construction work undertaken in the State of California by the bidder and any partnership, joint venture, corporation, or other entity that any principal of the bidder participated as a principal or owner for the current year and the last five calendar years prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation (or other entity type), or individual bidder. The bidder may attach any additional information or explanation of data which the bidder would like taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD **Current Calendar Year and Last 5 Calendar Years Prior To**

Year	2016	2017	2018	2019	2020	TOTAL	Current Year
1. No. of contracts							
2. Total dollar amount of contracts (in thousands of \$)							
* 3. No. of fatalities							
* 4. No. of lost workday cases							
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
* 6. No. of lost workdays							

*The information required for these items is the same as required for columns (G), (H), (I), and (K) of Cal/OSHA Form 300A.

The above information was compiled from the records that are available to the undersigned at this time, and the undersigned declares under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print)

Signature

Address

State Contractor License No. & Classification(s)

City Zip Code

Telephone

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the contractor/bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in the Specifications.

Three (3) of recent comparable projects completed are below:

1. Project Name _____

Person to Contact	Job Title	Phone No.
-------------------	-----------	-----------

City	Contract Amount	Date Completed
------	-----------------	----------------

Total Number of Trees Serviced: _____

2. Project Name _____

Person to Contact	Job Title	Phone No.
-------------------	-----------	-----------

City	Contract Amount	Date Completed
------	-----------------	----------------

Total Number of Trees Serviced: _____

3. Project Name _____

Person to Contact	Job Title	Phone No.
-------------------	-----------	-----------

City	Contract Amount	Date Completed
------	-----------------	----------------

Total Number of Trees Serviced: _____

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to either declare the apparent lowest bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed _____ Title _____

Dated this _____ day of _____, 2022

BIDDER'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming contract.

Submitted by: _____
Name must correspond with the Contractor's license

_____ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? _____

California Regional Office Address(es): _____

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in tree trimming work under current organization?

(a) As a General Contractor? _____ From _____ to 20____

(b) As a Subcontractor? _____ From _____ to 20____

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROGRAM/PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE NO. AND NAME OF PERSON TO CONTACT

C. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO _____. If YES, indicate the name of each agency, dates, and the circumstances.

- D. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES ____ NO _____. If YES, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.
- E. Has your company been assessed liquidated damages by any Owner? YES ____ NO _____. If YES, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.
- F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO _____. If YES, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO _____. If YES, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any contract with an Owner? YES ____ NO _____. If YES, state the circumstances, including the reason for submittal of false material.
- I. Is your company currently asserting against any Owner any claim(s) in excess of \$100,000.00, or has your company made any such claim(s) against any Owner?
YES ____ NO _____. If YES, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of the claim, the present status of the claim, and, if resolved, the date of resolution of the claim and the amount and method by which the claim was resolved.
- J. Is your company currently a party against any Owner in any litigation pertaining to any construction or maintenance project, or has your company been a party to such litigation?
YES ____ NO _____. If YES, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.
- K. List the Experience Modification Rate (EMR) issued to your company annually by the Workers' Compensation Insurance Rating Bureau (WCIRB) for the last three (3) years, beginning with the most recent year (Year 2020). If the total average rate for these three recent years is equal or greater than 125%, then the Contractor may be disqualified at the City's sole discretion.

YEAR 2020: EMR: _____

YEAR 2019: EMR: _____

YEAR 2018: EMR: _____

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write “NONE” at the top of this page. (Duplicate this page if more space is needed.) Add the corresponding “letter” to each question that the information or comment pertains to.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**CERTIFICATION OF NONDISCRIMINATION
AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of South Gate, the undersigned certifies that he/she/it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that he/she/it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that he/she/it agrees to demonstrate positively and aggressively principles of equal opportunity in employment.

The undersigned agrees 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 servicing minority communities and to the minority communities at large.
3. To take affirmative steps to hire minority employees.

Contractor Name

Signature

Title

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

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned certify that I am aware of the following provisions of California law and that I, or entity on whose behalf this certification is given, hold a currently valid California contractor license as set forth below:

Business & Professions Code § 7028.15:

- a. **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this State without having a license therefore**, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a State project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.
- b. If a person has been previously convicted of the offense described in this Section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c. This Section shall not apply to a joint venture license as required by Section 7029.1. However, at the time of making a bid as a joint venture each person submitting the bid shall be subject to this Section with respect to his or her individual licensure.
- d. This Section shall not affect the right or liability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e. Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this

chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- f. Any compliance or noncompliance with subdivision (e) of this Section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g. A public employee or official shall not be subject to a citation pursuant to this Section if the public employee, officer or employing agency made an inquiry to the board for the purpose of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this Section a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this State. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this State. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State license Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No.: _____ Class: _____ Expiration date: _____

Date: _____ Signature _____

PART III

CONTRACT DOCUMENTS TO BE EXECUTED FOLLOWING AWARD OF BID

AGREEMENT

CITYWIDE TREE MAINTENANCE PROGRAM CITY PROJECT NO. 690-ST

THIS AGREEMENT FOR CITYWIDE TREE MAINTENANCE ("Agreement") is made and entered into as of _____, 2022, by and between the City of South Gate, a municipal corporation, ("City" or "Owner"), and _____, a _____, ("Contractor"), with reference to the following facts:

RECITALS

A. Owner is the owner of certain parks, landscaped medians and sidewalks, and other municipal facilities, all within the public right of way within the City of South Gate, containing trees, more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to Owner that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain the foregoing facilities, systems and improvements, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. Owner is willing to accept that offer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Owner and Contractor mutually agree as follows:

ARTICLE I

THE PROJECT; WORK

1.1 Project. Subject to the terms of this Agreement and the Contract Documents (as defined below), Owner hereby engages Contractor, and Contractor accepts such engagement, to perform:

CITYWIDE TREE MAINTENANCE PROGRAM CITY PROJECT NO. 690-ST

Contractor shall furnish at its own expense all labor, materials, equipment, and services necessary therefore, except such labor, materials, equipment, and services as are specified in the Contract Documents to be furnished by Owner.

1.2 Commencement of Work. The execution and delivery of this Agreement by Owner and Contractor does not constitute an authorization for Contractor to proceed with the work pursuant to this Agreement. Contractor shall commence performance of the work as specified in the Contract Documents, which detail when Contractor may proceed with the work. Contractor represents and warrants to Owner that Contractor will be able to commence the work pursuant to this Agreement within that time in compliance with all requirements of this Agreement.

1.3 Inspection of Work. The City's Director of Public Works ("Director") and his

designees shall have the right to review and inspect the work pursuant to this Agreement performed by Contractor hereunder at any and all times, with respect to the quality of the work and Contractor's conformance to the terms of this Agreement, pursuant to Owner's established review and approval procedures as the same may be amended from time to time. Without limiting Owner's rights, if the Director or his designee determines as a result of any such inspection that any aspect of the work pursuant to this Agreement is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Contract Documents below), then Contractor shall promptly correct the work at no additional cost to Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the maximum contract sum of \$_____ set forth in the Bid Schedule, which 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. Owner 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. Contractor acknowledges that the annual contract amount will be different from the base bid. Except as specifically set forth in the Contract Documents, Contractor shall not be paid hereunder for any travel time in the performance of the work pursuant to this Agreement. Contractor shall notify Owner when Contractor's requests for payment reach eighty-five percent (85%) of the above-referenced maximum compensation amount. Except as otherwise provided in the Contract Documents, on or before the tenth (10th) day of each calendar month following the commencement of the work pursuant to this Agreement, Contractor shall file its request for payment, accompanied by evidence satisfactory to Owner justifying the request for payment, including a report of work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by Owner, the work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work pursuant to this Agreement. If Contractor fails to correct unacceptable work, Owner may withhold from any payment due an amount that the Owner reasonably believes will equal the cost of correcting the unacceptable work. Subject to Owner's right to reject all or any part of the charges set forth in such invoice as provided herein, Owner shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

ARTICLE III

CONTRACT DOCUMENTS

The following constitute the entire agreement between the Owner and the Contractor as follows: this Agreement, the Notice Inviting Bids, the plans, the Specifications, the Instructions to Bidders, the accepted proposal, the Bid Schedule(s), the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, the Bid Security Forms for Check, the Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications (and drawings), the General Provisions, the Special Provisions, the Indemnification and Liability

Insurance Requirements, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner(all of the above-mentioned documents are collectively referred to as the "Contract Documents," And together, the Contract Documents form the Agreement). Each of the above-referenced Contract Documents are fully part of this Agreement and are incorporated herein as if attached hereto or repeated herein. In addition, the recitals set forth herein are incorporated by this reference and made a part of this Agreement. In addition, to the Contract Documents, the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties, and supersede any and all other written or oral understanding. No alteration or amendment to this Agreement or the Contract Documents shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

ARTICLE IV

INDEMNIFICATION

Contractor (and its sureties, if any) shall indemnify, hold harmless and defend (with counsel selected by the City) the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees, from any and all claims and losses whatsoever occurring or resulting to or from any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of or connected with Contractor's obligations or performance under this Agreement. Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, and their respective consultants, sub-consultants, officers, agents, elected officials, and employees, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees, in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

ARTICLE V

PREVAILING WAGES

Contractor acknowledges the provisions of the California Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the California Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this Agreement and covenants and agrees to comply with such provisions. Contractor must pay "prevailing wages" to all personnel employed

by Contractor who perform any portion of the work pursuant to this Agreement. State labor standards provisions, including prevailing wage requirements will be enforced and Contractor covenants and agrees to comply with the same. Requirements of the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), will be enforced and Contractor covenants and agrees to comply with the same. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. Owner advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement ("Effective Date").

ARTICLE VII

TERM AND EXTENSION OPTIONS; TERMINATION

7.1 Term and Extension Options. The initial term of this Agreement shall be four (4) years ("Term") commencing on the Effective Date, unless sooner terminated pursuant to this Agreement. This Agreement shall not be automatically renewed or extended; performance by Contractor of any additional work pursuant to this Agreement following the Term shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement signed by Owner pertaining to such additional work, however, the City shall have an option to extend the Term of this Agreement annually for one (1) year terms up to four (4) times subject to City Council approval.

7.2 Termination for Convenience. Owner may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor ("Termination Notice") that specifies a termination date ("Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to Owner in writing and take all steps necessary to cease all work under this Agreement in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any work under this Agreement performed after the Early Termination Date that is reasonably necessary to terminate the work under this Agreement in an orderly manner must be specifically authorized in writing by the City's Director of Public Works prior to its performance and prior to the Early Termination Date. Upon termination by Owner, Contractor shall be paid or reimbursed for all compensable work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation specified in Article II.

7.3 Notice of Default and Termination for Cause. If Owner delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following Owner's delivery of the Default Notice, then Owner may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, Owner shall pay Contractor an amount equal to the value of the work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that Owner retains all rights to recover damages incurred by Owner as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in this Agreement. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, Owner may procure, upon such terms and in such manner as Owner deems appropriate, tree maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this section, Owner determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of Owner and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to this Agreement.

ARTICLE VIII

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES & COVENANTS

8.1 South Gate Business License. Contractor shall obtain a City of South Gate business license before performing any work under this Agreement.

8.2 Performance Standards and Requirements. Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to Owner. Contractor shall furnish all equipment, tools, materials, labor, and other services necessary to fully and adequately perform the work under this Agreement and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other tree maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations, and ordinances applicable to the operation of Contractor's business and to its performance of the work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

8.3 Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff,

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, Owner shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this section. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

8.4 Familiarity with Work. Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the work under this Agreement.

8.5 Site Inspection. Contractor has visited each of the City facilities where the work pursuant to this Agreement is to be performed and is fully acquainted with the conditions existing at such sites.

8.6 No Solicitation. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

8.7 No Fees, Commissions, Gifts or Other Consideration. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, Owner shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

8.8 No Conflict of Interest by Owner. Contractor has no knowledge that any officer or employee of Owner has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to Owner, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

8.9 No Conflict of Interest by Contractor. Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

8.10 Litigation History. During the period from the date which is five (5) years prior to Contractor's submission of its bid for this Contract, through and including the date on which Contractor signed the contract, all of the following are true: (a) Contractor has not been a party to any litigation in which the City was also a party; (b) no officer, director, shareholder, manager, member or partner of Contractor ("Contractor Party") has been a party to any litigation in which

the City was also a party; and (c) no Contractor Party has been an officer, director, shareholder, manager, member or partner of any corporation, limited liability company, partnership or other entity which has been a party to any litigation in which the City was also a party.

ARTICLE IX INDEPENDENT CONTRACTOR

In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of Owner except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation, or liability on behalf of Owner. Neither Contractor nor its employees are employees of Owner, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with Owner for any purpose. Neither Contractor nor its employees shall represent themselves as employees of Owner. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding Owner. Neither Contractor nor its employees shall have any claim against Owner hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. Owner shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall Owner make any such payments on Contractor's behalf. Owner shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state, or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of Owner. Contractor shall complete and submit to Owner an IRS Form W-9 and acknowledges that Owner will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold Owner harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by Owner hereunder (and Contractor's obligation to indemnify Owner under this section shall survive the expiration or sooner termination of this Agreement).

ARTICLE X NON-EXCLUSIVITY

Owner does not warrant to contract-exclusivity with a single contractor to perform the type of tree maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only tree maintenance company providing tree maintenance services to Owner. Owner reserves the right to enter into similar contracts with third parties for tree maintenance services in areas of the City other than the City facilities identified in the Contract Documents, which are the subject of this Agreement.

ARTICLE XI NO ASSIGNMENT

Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned, or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to Owner in connection with any formal bid documents submitted by Contractor to Owner in connection with Owner's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to Owner's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind Owner and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates, and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

ARTICLE XII REMEDIES

Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, Owner may take any one or more of the following actions:

a. Forfeiture of Bond/Negotiation of Security. Owner may cause to be forfeited to Owner all or a portion of any security, if any, given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit deposited with and assigned to Owner in such amount as may be required to complete the work pursuant to this Agreement.

b. Performance by Owner at Contractor's Expense. Upon Contractor's default, Owner may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the work pursuant to this Agreement. If the required work is not substantially commenced within ten (10) days after Owner's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to Owner within the timeframe set forth in Owner's written demand, then without limiting any other remedy available to Owner, Owner may complete (or arrange for the completion of) all remaining work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. Owner's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of Owner's demand for performance. If Owner elects to complete (or arrange for completion of) the remaining work, then Owner may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by Owner or its

designee of the remaining work.

c. Issuance of Cease and Desist Order. Owner may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

d. Injunctive Relief. Owner shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. Owner shall have the right to seek such relief without showing or proving any actual damage sustained by Owner, and without posting bond or other security. In connection with Owner's right to apply for the injunctive relief, which is the subject of this section, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to Owner if such breach continues unabated following Owner's request for injunctive relief.

e. Other Relief. Owner may seek any other remedies or relief, and take any other actions, available to Owner under this Agreement, at law, or in equity.

ARTICLE XIII MISCELLANEOUS

13.1 Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8650 California Avenue
South Gate, California, 90280
Attention: Arturo Cervantes,
Assistant City Manager/Director of Public
Works
Telephone No.: (323) 563-9500
Fax No.: (323) 563-9567
E-mail: acervantes@sogate.org

With a copy (which shall not constitute notice)
to:
Craig D. Hardwick, Esq.
AlvaradoSmith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

To Contractor:

_____, California 9
Attn: _____
Telephone No.: () _____
Fax No.: () _____
E-mail: @ _____

With a copy (which shall not constitute notice)
to:

_____, California 9
Attn: _____
Telephone No.: () _____
Fax No.: () _____
E-mail: @ _____

13.2 Time. Time is of the essence for every provision contained in this Agreement.

13.3 Successors and Assigns. Without limiting the other provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

13.4 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

13.5 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

13.6 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

13.7 Consent to Jurisdiction and Service of Process. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

13.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

13.9 Captions. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

13.10 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

13.11 Further Assurances. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

13.12 No Waiver. Any waiver, consent, or approval by either party of any breach, default, or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default, or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

13.13 Rights and Remedies. No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

13.14 Joint and Several Liability. If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

13.15 No Third-Party Beneficiaries. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

13.16 Patriot Act Compliance. Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of

the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

13.17 City Council Approval Required for Effectiveness of Agreement. Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

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

Attest:	OWNER
By: _____ CITY CLERK SEAL	By: _____ MAYOR, CITY OF SOUTH GATE
APPROVED AS TO FORM:	Dated: _____
By: _____ CITY ATTORNEY	CONTRACTOR _____ Name of individual/entity
Dated: _____	By: _____ Signature
	Title _____
	Date _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

I, the undersigned, 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

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate ("City" or "Owner") in connection with any Public Works program or project, and in maintenance contracts, and Contractor shall at its expense maintain in full force and effect policies of insurance as required below during the Term of the Agreement:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, the South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and a separate endorsement signed by an authorized representative of the insurance company is required.
3. Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work until all evidence of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance including all endorsements and certificates that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.
4. The certificate must include cross liability coverage either included in the Commercial General Liability coverage (indicated on the face of the certificate under that heading) or by separate endorsement.
5. The certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor and the Contractor's agents, representatives, employees, and subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retention as the same respects to the City and its officers, officials, employees, and volunteers; or (ii) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City and its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including, without limitation, materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as it respects to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or modified by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption, or lapse of coverage, and (b) any reduction in the amount, type, or extent of coverage.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer, Contractor, shall waive all rights of subrogation against the City. from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms other than the City's forms provided those endorsements or policies conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Policy Limits Do Not Limit Contractor's Liability

The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

Indemnification

The Contractor (and its sureties, if any) shall indemnify, hold harmless and defend (with counsel selected by the City), the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, respective officers, agents, elected officials and employees, from any and all claims and losses whatsoever occurring or resulting to or from any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the agreement, any and all claims, lawsuits or actions arising from the awarding or execution of the agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of or connected with the Contractor's obligations or performance under the agreement. The Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, and their respective consultants, sub-consultants, officers, agents, elected officials and employees as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THE AGREEMENT.

PART IV
GENERAL PROVISIONS

PART IV

GENERAL PROVISIONS

Locations and Description of Work

The maintenance work shall be tree trimming citywide. **The Contractor must visit all sites which are part of this project. Information contained in these Specifications shall take precedence over location maps.**

Maintenance Schedule

The Contractor shall submit to the City a detailed schedule of tree maintenance operations.

Definitions

Director - The Assistant City Manager/Director of Public Works of the City of South Gate or his or her representative.

Bid Price - The unit or lump sum amount shown in the Bid Schedule(s) for the item of work.

Normal Working Hours - Normal working hours shall be from 7:00 a.m. to 3:30 p.m. on any weekday, except in areas adjacent to residential areas unless specified otherwise. Additional days and hours can be scheduled upon approval by the Director. Contractor shall not perform work on major arterials between the hours of 6:00 a.m. and 9:00 a.m.

Water Department – City of South Gate Public Works Department.

Contractor Move-in - The move-in action whereby the Contractor at the direction of the Director was ordered to cease work and remove all men and equipment from the project site vicinity indefinitely and then, at a later time determined by the Director, the Contractor was directed to re-mobilize his men and equipment to complete the project. The Director shall have sole discretion to specify the awarding of move-in cost. The Contractor shall submit a detailed itemization of the costs of labor and equipment with the move in.

Pre-work Conference

Prior to commencement of the project, but after award of the contract, the Contractor must contact **David Torres**, Field Operations Manager, of the Field Operations Division at (323) 563-5784 to arrange for a pre-work conference. The pre-work meeting shall take place at least two (2) weeks prior to commencement of the contract.

Liability Insurance

The insurance limits specified in Subsection 7-3 of the Standard Specifications shall be replaced

with those set forth in the Indemnification and Liability Insurance Requirements document which constitutes part of the Contract Documents:

License, Permits and Contracts Correspondence

The Contractor shall obtain and pay all fees for permits and business licenses made necessary by the Contractor's operations prior to commencing the work. No fee will be charged for any permit issued by the City.

All correspondence relating to this contract shall be between the Contractor and the Director. The Director and the Contractor shall serialize each item of correspondence consecutively starting with 001.

Scheduling of Work

No work, services, material, or equipment shall be performed or finished until the City has given a Notice to Proceed in writing to the Contractor. Prior to the start of any work, a pre-work conference shall be arranged by the Contractor between the Contractor's job foreman, the Contractor, the Director, and any other parties that may be deemed necessary by the City.

The Contractor shall so conduct the Contractor's operations as to have under contract no greater amount of work than the Contractor can prosecute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient equipment and labor on hand to prosecute the work to its completion.

The Contractor shall at all times have a copy of the safety plan, Contract Documents, the Specifications, and permits at the job site to which the Director shall be given access at all times.

The Contractor shall submit to the Director, City of South Gate Public Works and the Police Department emergency telephone number listing where the Contractor can be reached day or night, including weekends and holidays.

Emergencies

In emergencies demanding immediate attention, the City shall have the right to remedy or contract for the remedy of the hazard, defect, or damage and charge the Contractor with the City's costs of labor, equipment, and materials required.

Progress Payments

The Contractor shall submit a monthly invoice at the beginning of each month for work done the previous month. Contractor shall include sufficient back-up information to document work performed. Invoices for work performed that include work that is not in the contract, or that was not authorized by the City, will be rejected. City shall have 60 days to process invoices, starting from the time invoices are approved.

City's Right to Withhold Certain Amounts and Make Application Thereof

In addition to the amount which the City may retain under the above section on the progress

payments, the City may withhold a sufficient amount or amounts or any payment otherwise due to the Contractor as in its judgment may be necessary to cover:

1. Amounts claimed by the City as liquidated damages or other offsets.
2. Costs incurred by the City:
 - a. In providing services which the Contractor is unable to provide in a timely manner to either correct a hazardous condition or maintain the work in a safe condition, such as, but not limited to, repairing, filling or covering of trenches, placing of barricades, and directing or detouring traffic.

A base charge of \$500 will be assessed for each incident and the cost of all time and materials used will be charged in addition to this fee.
 - b. As a result of the Contractor failing to pay his bills in a timely manner, including, without limitation, legal and attorneys' fees and costs relating to processing "Stop Notices" and/or settlement of related litigation.
3. Estimated or actual costs for correcting defective work not remedied.

Final Estimate and Payment

The Director, after the completion of the contract, shall make a final estimate of the amount of work done thereunder and the value of such work, and the City shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All partial payments and estimates shall be subject to correction in the final estimate and payment.

It is mutually agreed between the parties to the contract that no certificate given or payment under the contract shall be conclusive evidence of performance of the contract and no payment shall be construed to be an acceptance of a defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract shall release the City, the City's representatives, the Director, and their consultants from any and all claims or liability on amount of work performed under the contract.

Progress Report and Project Schedule

General

The Contractor shall, prior to the commencement of work, prepare and submit to the Director for approval a progress schedule, showing the order in which, the contractor proposes to carry on the work, the date on which the Contractor will start the work, and contemplated dates for completing the same.

Weekly

The Contractor shall submit an updated copy of this schedule monthly. However, on a weekly basis, the contract shall submit a progress report for approval and sign-off by a City representative. The weekly report shall be included with the invoice and shall encompass all work being invoiced. Invoices without City approved weekly reports shall not be paid.

Site Conditions and Restrictions

All activities shall be limited to the hours between 7:00 a.m. and 3:30 p.m. on weekdays unless otherwise indicated or approved by the Director. The Contractor shall not use any equipment with a higher level of decibels allowed by the City in maintenance areas adjacent to residential areas prior to 8:00 a.m.

Coordination With Utilities

The Contractor's attention is directed to the potential existence of hazardous services and underground utilities and pipelines within the project areas which include, but are not limited to, electrical and natural gas. The Contractor shall be responsible for notifying the following utility companies in advance of any work which involves excavation below ground level.

Frontier	(800) 921-8101
Southern California Gas Company	(800) 427-2200
Southern California Edison Company	(800) 611-1911
City of South Gate Water Department	(323) 563-5790
AT&T	(800) 288-2020
Golden State Water Company	(323) 581-2950 Ext 104
Spectrum Cable	(833) 780-1880
Walnut Park Mutual Water Company	(323) 585-0617
LACDPW	(626) 458-3109
LA County Sanitation District	(562) 908-4288 Ext 1204
Union Pacific Railroad	(888) 877-7267
City of Lynwood	(323) 201-5528

Cooperation With Others

Ordinarily, utility owners, contractors of the City, or contractors authorized by the City responsible for facilities located within the limits of work shall have the right to enter upon the limits of work and upon any structure therein for the purpose of making new installations, changes, or repairs, and the Contractor shall so conduct the Contractor's operations as to provide the time needed for such work to be accomplished during the progress of the maintenance work.

Notification of Underground Service Alert (USA)

At least two (2) working days prior to starting work, the contractor shall contact Underground Service Alert at (800) 422-4133 if any excavation or drilling is to be conducted. The Contractor shall submit to Underground Service Alert a complete list of Thomas Brothers Map Book Pages and Grids encompassing the area of work. The Contractor shall notify the Underground Service Alert of any changes as they occur to the area of work.

Notification of Agencies

The following entities shall be notified at least **seventy two (72) hours** in advance of any lane closure for purposes of median maintenance or restriction to access by the contractor. Coordination of established service schedules will be available to the contractor at the pre-work meeting.

	<u>Phone #</u>
1. Director	(323) 563-9512
2. Field Operations Manager	(323) 563-5784
3. Post Office	(800) 275-8777
4. LA CO. Fire Department	(323) 567-8580
5. South Gate Police Department	(323) 563-5436
6. Waste Management	(800) 774-0222
7. Nationwide Environmental Services	(562) 860-0604

The Contractor shall also provide notification to any others that are determined by the City as necessary to be notified.

Protection of the Work, the Public and Emergency Response

Whenever, in the opinion of the Director, an emergency exists, against which the Contractor has not taken sufficient precaution for the public safety protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Director, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under the contract, the Director will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable period, the City will provide suitable protection of said interests by causing such work to be done and material to be furnished as may seem reasonable and necessary at the expense of the Contractor.

Claim Notification

If the Contractor should claim that any instruction, request, drawing specification, action, condition, omission, default, or other situation obligates the City to pay additional compensation to the Contractor, the Contractor shall notify the Director in writing of such claim within ten (10) days from the date the Contractor has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Director within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the City.

Specification Changes

No changes, additions, or deletions will be made to the Specifications and plans unless directed by the Director.

Site Supervision

The Contractor shall provide an on-site supervisor at all times when work is in progress. This supervisor shall be qualified in landscape maintenance and site safety. The site supervisor shall

be named in writing and changed only on approval of the Director.

Site Security

The Contractor shall assume the responsibility for security of each site, while performing maintenance functions at the site. This responsibility includes applicability of insurance along with indemnification of the City and loss due to damage to life and property.

Site Visit

The Contractor must visit all the sites daily to insure compliance with all contract requirements.

Water

The Contractor may utilize City water without charge from the City via fire hydrants for dust control. The Contractor shall utilize a City fire hydrant meter whenever the Contractor uses water to record water use. The Contractor shall be fully responsible for the City fire hydrant meter.

Taxes

Bidders shall include any and all taxes in their bids. Upon request, the City will furnish manufacturer's excise tax exemption certificate to the successful bidder, as may be applicable under existing laws. It shall be the sole responsibility of the bidder to determine the applicability of any and all taxes, which may or may not be due under the provisions of these Specifications.

Traffic Control for lane closures during maintenance operations

The Contractor shall retain, at the Contractor's cost and expense, a California Registered Traffic Engineer who will prepare model traffic control plans for each situation where work is done on public streets. Electronic arrow boards shall be included in the control plan when work is done on City collectors and arterials. No further compensation will be allowed for this task when, in the future, additional locations are included in the scope of work.

Section 12 of the Caltrans Standard Specifications shall be included as a part of this specification.

The "MANUAL OF TRAFFIC CONTROLS" for Construction and Maintenance Work Zones as published by the California Business, Transportation and Housing Agency and the California Department of Transportation shall be included in this specification.

Section 12-2.02 "Flagging Costs" is amended so that flagging and/or flagman costs will not be shared between the Contractor and the City but will be borne totally and exclusively by the Contractor.

The Contractor shall provide and maintain all construction area traffic controls in accordance with the "MANUAL OF TRAFFIC CONTROL."

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet on tangents or 50 feet on curves except when used for lane closures. When used for lane closures, the fluorescent traffic cones or portable

delineators shall be placed at intervals not to exceed the following:

Tapers	50 feet
Edge of closed lane	50 feet
Tangents	50 feet
Curves	50 feet

If the traffic cones of portable delineators are damaged, displaced 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.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Director 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 the Contractor's expense. Should the Director point out the inadequacy of warning and protective measures, such action on the part of the Director shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at each location at least twenty four (24) hours before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make the Contractor's own arrangements relative to keeping the working area clear of parked vehicles.

Only one lane shall be closed during all working hours. No work that interferes with public traffic shall be performed except during working hours. EMBs (Electronic message boards) and arrowboards must be provided when working on a public street or median. The Contractor to submit to the City a sample traffic control plan when working on City streets. The Contractor is to follow that plan when performing duties under the contract. Such plan must be prepared by a California Registered Traffic Engineer and shall be pre-approved by the City before implementation. Three (3) copies of the approved traffic plans to be provided to the City. Flashing arrow signs shall conform to Section 12-3.03 of the State Standard Specifications.

The total contract price paid pursuant to the Agreement includes full and final compensation for all furnishings of labor, materials, tools, equipment, and incidentals, including but not limited to all incidentals necessary for doing all the work involved in placing of the components of the traffic control system pursuant to performance of work under the Agreement as well as all of the associated flagging and/or flagman costs associated with traffic control. No additional payments beyond what has specifically been agreed upon between Contractor and Owner in writing will be made.

PART V

SPECIAL PROVISIONS

PART V
SPECIAL PROVISIONS

Section 1 General

All applicable provisions of the City of South Gate Municipal Code and State Standards, are incorporated herein by reference and are intended to govern maintenance methods, except as modified herein or are inconsistent with the provisions hereof.

Section 2 Project Area

The project areas to be maintained are within the public right-of-way, on municipal parks and on municipal facilities, citywide.

Section 3 Scope of Work

The work to be performed, in the aforementioned areas, shall consist of, but are not limited to, furnishing all labor, materials, and equipment necessary to provide the scope of services requested in the Bid Schedule including but not limited to tree trimmings, removals, planting, inventory, emergency response and trunk removals, in compliance with the Western Chapter International Society of Arboriculture (WCISA) standards.

Section 4 Safety

The Contractor shall perform all the work required in such a manner as to meet all accepted standards for safe practices during all operations and to maintain safe condition of premises and rights-of-way at all times.

The Contractor shall so conduct the Contractor's operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area.

The Contractor is to have daily pre-work safety meetings to direct personnel on safety issues.

All incidents out of the norm, including but not limited to, crimes, thefts, vandalism, hazards, etc., shall be reported immediately by phone to the Police Department at (323) 563-5436.

Section 5 Cooperation/Collateral Work

The Contractor shall recognize that during the course of the contract other activities and operations may be conducted by City forces and/or other contractors. These activities may include, but are not limited to: landscape refurbishment, waste

collection, irrigation system modification or repair, construction and storm related operations.

The Contractor shall coordinate the Contractor's schedule with other operations and shall comply with any request by the City Director of Public Works ("Director") to cooperate.

Section 6 Contractor's Equipment

All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations concerning safety and operations, including, but not exclusive to, OSHA. A complete listing of equipment must be submitted with the proposal on form provided.

Section 7 Inspection

The Contractor shall have a superintendent available daily for the purpose of conducting walk-through inspections of all trees.

Additionally, the Contractor's superintendent shall attend monthly status meetings at City Hall and field tours.

Section 8 Schedule

The Contractor to submit in writing a detailed schedule of trimming operations. The schedule shall contain:

- A. Street locations where trimming will occur. A detailed map to be attached.
- B. The dates when trimming will occur.
- C. List of equipment and personnel assigned to the task.

Prior to commencement of work, the Contractor shall be required to submit to the Director, or the Director's designee, for approval, a schedule indicating the time/day/month proposed for performance of those items of work which are unspecified. Failure to perform the work on the specified day and/or time shall result in the deduction and forfeit of one thousand dollars **(\$1,000.00)** from payments to the Contractor for **every calendar day** the schedule is not followed unless otherwise provided.

Requests to change the schedule shall be filed with the Director, or the Director's designee, **at least seventy two (72) hours** prior to the scheduled time for the work. Requests to change the schedule shall be made by telephone and directed to the Director, or the Director's designee, and followed in writing unless otherwise provided. All requests to change the schedule shall be subject to the approval of the Director, or the Director's designee. Therefore, the Contractor shall not

implement any schedule changes until receipt of verbal or written notification from the Director, or the Director's designee, that the requested change has been approved.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work, even though the work is performed on a subsequent day.

The Contractor shall adjust the Contractor's schedule to compensate for all holidays in such a manner that all work required to be performed on that day shall be performed on either the day before the holiday or on the day after the holiday as determined in the Director, or the Director's designee.

Section 9 Number of crews working concurrently

The Contractor shall assign several crews to work simultaneously and shall prepare a detailed schedule for each crew.

Section 10 Designated Truck Routes

The City of South Gate has designated truck routes. Maps are available and will be provided to the Contractor.

Section 11 Annual Schedule

Scheduled tree maintenance activities shall begin based on a City approved schedule and proceed uninterrupted until all the trees that are scheduled for that year's pruning have been completed.

During residential tree pruning, it shall be the Contractor's responsibility to remove tree stakes and bracing from any tree where the bracing is no longer needed.

Section 12 Equipment and Personnel

- A. Contract personnel shall wear uniform shirts with the company name or logo printed on them and they shall wear reflective safety vests when working within the roadway right-of-way. All aerial trucks shall be equipped with but not limited to the following: appropriate chain saws, loppers, pole pruners, hand pruners, blowers, and plywood to complete all necessary work. Additionally, on occasion, a 100' aerial truck may be needed.
- B. No Contractor personnel shall be employed on any work site under these Specifications that are found to be incompetent, disorderly, troublesome, intemperate, or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptable, as determined by the City's representative, shall be discharged or removed from work on City jobs immediately.

- C. Contractor trucks and other vehicles shall be of one color with the Contractor's name or logo identified. All vehicles and equipment shall be in good condition and appearance. All vehicles will display a sign on the vehicle while working on City areas indicating the Contractor is under contract with the City of South Gate. The City's representative must approve the design of the signs the Contractor will provide. The Contractor is prohibited from parking the Contractor's equipment overnight on City streets.
- D. The Contractor shall provide the Contractor's foreman with a laptop or other computerized device for the purpose of having the ability to view the City's tree database and to collect the City's tree asset numbers during pruning and any other tree related operation. In order to view the City's tree database, the Contractor, at the Contractor's sole expense, shall have software installed on their laptops or computerized devices.
- E. The Contractor shall have the capability to provide completed work orders and pertinent information in an Excel spreadsheet format to be imported into the City's work order system. The Contractor shall submit the completed form electronically with twenty four (24) hours of completion of operation.

Section 13 Tree Inventory and Inspection Service

- A. The Contractor at the Contractor's sole expense shall maintain and provide the City with access to a record keeping system consisting of an on-line software program that allows the City to view information about its tree population, including the description of each tree by species, height, diameter, work history, as well as tree and planting site locations. The on-line software program shall be a Microsoft Access database program, which can be imported in the City's maintenance management tracking program. The program shall have the capability to product detailed reports of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The program must allow for batch update of work histories. The Contractor shall provide complete software support to the City for the entire term of the contract.
- B. The Contractor shall have the capability to inspect and to inventory City trees by utilizing a GPS (Global Positioning System) device compatible with the City's mobile device application. The inspection and inventory collection shall be performed by an ISA Certified Arborist. The information collected shall include the confirmation of the tree asset number, truck diameter, height, and canopy spread, maintenance needs, and the general condition of the tree. Any obvious defects shall be noted and brought to the attention of the City's representative. Unit pricing shall be based on the "per unit" costs agreed to in the contract.

- C. The City shall require tree evaluations, including written reports, upon request. The Contractor shall provide an arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations, and site inspections.
- D. In the event the Contractor discovers a diseased tree or a tree which requires immediate attention, the Contractor's arborist shall immediately notify the City and make recommendations in writing on ways to proceed further.

Section 14 Extra Work

- A. Extra work shall be performed by the Contractor or by competitive bid, option at the discretion of the City.
- B. Extra work outside the performance requirements, such as, but not limited to, tree planting, root pruning, root barrier installation, and tree canopy management, may be required. This work shall be completed per the timeframe specified.
- C. Costs for extra work shall be based on the "per unit" costs agreed to in the contract.
- D. Only those extra work items authorized via a proposal from the Contractor and signed by the City's representative shall be paid.

Section 15 Emergency Work / Stand-by Personnel

- A. The Contractor is responsible to respond to emergency situations/callouts on a 24-hour basis. The Contractor will maintain a 24-hour phone service and provide phone numbers to the City.

Section 16 Performance During Inclement Weather

- A. The Contractor shall adjust the Contractor's work force in order to accomplish those activities that are not affected by weather during periods when inclement weather hinders normal operations.
- B. The Contractor shall not remove the Contractor's work force from the job site without the City's representative's approval.
- C. The Contractor may be required during inclement weather to perform clean-up tasks as requested by the City's representative. The Contractor's labor hours will be paid at the contract unit price for labor hours.

Section 17 Damage Repair

- A. Damage incurred to existing facilities and improvement by the Contractor's

operations shall be repaired or replaced at the Contractor's expense.

- B. Landscape repairs will comply with the current City Landscape Standards and will be repaired by the designated Landscape Contractor of the area damaged. Repairs to residential/HOA areas shall be completed within twenty four (24) hours. Repairs to City maintenance areas shall be completed within forty eight (48) hours.

Section 18 Inspection

- A. The Contractor's representative shall meet with the City's representative prior to beginning work in each of the specified locations to inspect and determine the pruning objectives of the location. Once work begins, it shall be the responsibility of the Contractor's representative to visually inspect each tree prior to pruning. If a condition is observed that requires additional attention, this condition will be reported immediately to the City's representative.
- B. The Contractor's representative shall be responsible to verify that all work in progress is in accordance with ANSI Z133.1 Safety Requirements.
- C. The Contractor's representative shall be responsible to verify that all work in progress is in accordance with ANSI A300 Standard Practices and City of South Gate pruning objectives. The City's representative shall have the option to withhold payment for completed work not complying with ANSI trim standards and City of South Gate pruning objectives.

Section 19 Liquidated Damages

- A. Schedule Failure
 - 1) One thousand dollars (\$1,000.00) shall be deducted from the Contractor's monthly payment for each day after specified completion date for failure to adhere to the service schedules. Additional costs may be incurred for the inspection, administration, and complaints by the public. Such incurred costs shall be deducted from the Contractor's monthly payment.
- B. Performance Deficiencies
 - 1) Failure of the Contractor to provide services per contract Specifications shall give the City the right to withhold payment of the affected unit. The proposed unit cost shall apply each time this clause is invoked.
 - 2) The Contractor shall be notified both verbally and in writing each time the Contractor's performance is unsatisfactory and corrective action is necessary.

- 3) Notice to terminate this contract will be given to the Contractor by the City if deficiencies continue to occur.
- 4) All written notices will be given via e-mail and via postal mail.
- 5) All deficiencies will be recorded and filed. If complaints not addressed by the Contractor exceed three (3) per month, the City will issue a written warning to the Contractor.
- 6) After the third (3rd) warning, the City will issue a Notice of Intent to Terminate Contract.

Section 20 Supervision

- A. The Contractor shall provide a Contractor representative (supervisor) who is an ISA Certified Arborist. It is expected that this person will be able to communicate effectively in both written and oral English. Any order or communication given to the Contractor's representative shall be deemed as delivered to the Contractor.

Section 21 Communication

- A. The Contractor shall have the ability to contact its field crews within 30 minutes of notification by the City during normal working hours.
- B. The Contractor's representative and each crew foreman shall have a portable cellular telephone. The phone numbers shall be given to the City's representative. The Contractor's representative and each crew foreman shall be accessible for communication during normal work hours. The Contractor's cell phone provider must be compatible with the City of South Gate's cell phone provider so that calls may be made free cell to cell. The City's provider is Verizon.
- C. Each crew foreman shall call the City's representative daily prior to 7:00 a.m. to discuss crew locations and work schedules.
- D. The Contractor's representative and each crew foreman shall meet with the City's representative once per week at the Field Operations Facility to discuss all contract activities. The contractor shall provide a weekly progress report with the scope and quantities of work completed inclusive of a list of trees trimmed, removed, planted, crown-reduced, etc. to be verified and signed-off by a City representative. The weekly progress reports shall be included in the Contractor's invoice. Invoices without the progress reports shall not be paid.
- E. The Contractor shall notify in writing, by use of a City-approved flyer, residents of property adjoining the location of the work at least seven (7)

days before the start of work in that 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 mass removal of green waste, which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time to provide access to said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking as to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

- F. The Contractor to update “No Parking” signs daily. Failure to do so will constitute a deficiency.

Section 22 Working Hours

- A. Workdays are Monday through Friday. On occasion, the Contractor shall provide work crews to perform routine maintenance activities on Saturdays, and holidays are excluded. Work completed under this arrangement shall be paid at the unit price of such work.
- B. Working hours shall be no earlier than 7:00 a.m. and no later than 5:00 p.m. Arterial street working hours shall be 9:00 a.m. to 3:00 p.m. No equipment or personnel to be present on site before 7:00 a.m. and after 5:00 p.m.
- C. No work shall be done between the hours of 7:00 a.m. and 9:00 a.m. or between 3:00 p.m. and 7:00 p.m. on these major thoroughfares:
 - 1) Firestone Boulevard – City limit to City Limit
 - 2) Atlantic Avenue - City limit to City Limit
 - 3) Garfield Avenue - City limit to City Limit
 - 4) California Avenue - City limit to City Limit
 - 5) Otis Avenue – Santa Ana Avenue to South of Tweedy
 - 6) State Street- Santa Ana Avenue to South of Tweedy
 - 7) Long Beach Boulevard - City limit to City Limit
 - 8) Paramount Avenue - City limit to City Limit
 - 9) Tweedy Avenue - Atlantic to State Avenue
- D. The Contractor will have staff available for phone contact (not an answering service) Monday through Friday between 6:00 a.m. and 5:00 p.m. to respond to callouts, questions, and verification of schedules.

Section 23 Disposal of Green Waste

- A. All tree debris produced as a result of the Contractor's operations under the contract will be reduced, reused, recycled, and/or transformed. Weight slips may be required as proof of final disposal, and invoices will not be processed unless accompanied with weight slips of recycled waste. Reducing will include, but not be limited to, chipping, grinding and/or shredding operations. Disposal is to be at a recycling yard for use in a tub grinding and mulching program.
- B. Transformation will include, but not be limited to, firewood that is too large to be chipped, ground, or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must provide proof of such an operation to the City of South Gate.
- C. Green waste generated from the tree maintenance activities shall be used towards the City's recycling credits. The Contractor shall provide backup certified reports regarding efforts.
- D. Organic waste recycling required herein shall be in compliance with Senate Bill 1383 and Chapter 14 of the City of South Gate Municipal Code.

Section 24 Traffic Safety

- A. The Contractor shall comply with all State and City traffic safety requirements and operating rules at all times while the contract is in effect. The Contractor shall utilize the Manual on Uniform Traffic Control Devices (MUTCD) as a reference, and a copy of this manual as well as a copy of the W.A.T.C.H. Manual shall be kept in all vehicles that are assigned to the contract. Vehicular traffic lane and bike lane closures on arterial streets shall be between the hours of 9:00 a.m. and 3:00 p.m. only, no exceptions.
- B. The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through vehicle or pedestrian traffic. This is to include a high-visibility arrow board or arrow boards. The City must approve all traffic safety equipment prior to use.
- C. A traffic control plan for all arterial streets listed will be submitted to Public Works staff within five (5) days prior to work on any arterial street.
- D. High visibility arrow boards shall be used while working on all arterial streets.
- E. Failure on the part of the Contractor to adhere to traffic regulations, to safely close traffic, bicycle areas, and pedestrian ways, and to adhere to all other guidelines associated with maintenance operations adjacent to vehicle, bicycle areas, and foot traffic areas shall incur a one-thousand-dollar (\$1,000.00) deduction per infraction.

Section 25 General

- A. The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986, Public Law 99-603.
- B. Tree climbers provided by the Contractor must utilize tree climbing equipment that complies with ANSI Z133.1 safety requirements for tree climbers.
- C. Aerial truck operators provided by the Contractor must utilize safety equipment that complies with SNSI Z133.1 safety requirements for aerial truck operators.

Section 26 Performance Requirements

- A. Pruning Specifications
 - 1) Pruning shall conform to American National Standard, ANSI A300, and Tree Care Operations for Tree, Shrub and Other Woody Plant Maintenance – Standard Practices.
 - 2) Pruning will generally be Maintenance Pruning as described in ANSI A300, Section 5.3.3.2
- B. Safety Requirements
 - 1) Tree Maintenance operations shall conform to American National Standard, ANSI Z133.1, Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Bruch – Safety Requirements.
 - 2) It shall be the Contractor’s responsibility to obtain the most current ANSI Z133.1 specifications.
- C. Tree Removals
 - 1. In addition to the ANSI A300 and Z133.1 Standards, the following tree removal specifications shall apply:
 - a. Each tree to be removed shall be painted with a white spot at the base of the tree trunk. All tree stumps are to be ground within five (5) work days. Stump grinding is to be a minimum of twelve inches (12”) below grade or until tree roots are no longer present. All stump chips are to be removed and the void backfilled with native soil or clean fill dirt, which is to be compacted and leveled to grade suitable for seeding or planting. All piping, sprinkler heads and

improvements damaged by tree removal shall be included in the unit cost of the tree removal.

- b. The Contractor to research the presence of improvements and underground utilities and assess the potential damage to these utilities and protect said services.
- c. Refer to Section 19 for liquidated damages.
- d. It shall be the responsibility of the Contractor to call in the tree stump location to Underground Service Alert (USA) prior to grinding the tree stump.
- e. The City may require the Contractor to show receipts of any or all disposed wood prior to payment for tree removals being made.
- f. The Contractor shall remove tree stumps. The void created by the stump and partial roots removal shall be backfilled, compacted by the Contractor.

Software Development and Tree Inventory

Upon award and execution of the contract and upon the issuance of a Notice to Proceed, the Contractor shall immediately proceed with the tree inventory and complete it in ninety (90) calendar days of the original contract and contract renewal, if applicable. The tree inventory can be started by the Contractor concurrently with the tree trimming operations. Upon completion of the tree inventory, the Contractor shall re-submit the Bid Sheet to reflect the tree count from the Tree Inventory, within 30 days of its completion.

Tree inventory software used by the Contractor for GPS positioning shall be integrated with the City's GIS system. The current City's GIS is Geoviewer, managed by Nobel Systems. All costs associated with the software development and tree inventory shall be at the Contractor's sole cost and shall be included in the total base bid. No additional compensation shall be paid by the City for this work.

For more information, bidders are encouraged to call Balaji Kadaba, Nobel Systems Operations Manager, at (909) 890-5611.

PART VI

RECYCLING OF MATERIALS

PART VI
RECYCLING OF MATERIALS

The Contractor shall complete the “Construction and Demolition Debris Waste Reduction and Recycling Plan” Form provided in these Specifications. Contractor is required to obtain the services of, WASTE MANAGEMENT under the exclusive franchise agreement with the City, and will be responsible for paying any additional charges for the appropriate disposal and recycling of Construction and Demolition (C&D) debris.



Construction & Demolition Debris Waste Reduction & Recycling Plan [WRRP]

This form must be completed for the following types of projects:

- All New Construction.
- Demolition.
- Addition/Alteration with construction valuation \$50,000 or greater or 1,000 sq.ft. or greater

NOTE: Permits for listed projects will not be issued without an approved WRRP. Allow 3-5 business days for processing your WRRP. A separate WRRP is required for each permit issued.

Submit with Permit Application to: Department of Public Works, 8650 California Avenue, South Gate or Fax to (323) 563-9572. If you have questions, please call (323) 357-9657.

Permit # _____
 Project Address (include floor, suite, etc.): _____
 Contact Name: _____ Title: _____
 Company Name: _____
 Contact Mailing Address: _____
 Phone: _____ Fax: _____ Email: _____
 1. Type of Project: ☐ Resurfacing/Rehabilitation ☐ Addition/Alteration ☐ Demolition ☐ New
 2. Type of Building: ☐ Commercial ☐ Single Family Residence ☐ Apartment ☐ N/A
 3. Tenant Improvement: ☐ Yes ☐ No ☐ N/A
 4. Size of Project _____ sq. ft. Construction Valuation \$ _____
 5. Estimated Start Date ____/____/____ Estimated Completion Date ____/____/____

Briefly state how waste materials will be handled at your job site to ensure salvage/reuse or recycling. Also explain how you will inform your workers/sub-contractors of your Waste Reduction and Recycling Plan requirements and ensure their participation.

For City Use Only

Permit No: _____	Applic. Filed: ____/____/____	WRRP Submitted: ____/____/____
Project Name: _____	Permit Counter Staff Initials: _____	<input type="checkbox"/> OT:
Received: ____/____/____	Approved: ____/____/____	Type of Assistance: _____
DB: ____/____/____	Applicant Contacted: ____/____/____	Time Spent: _____
<input type="checkbox"/> 50% Diversion:	<input type="checkbox"/> Good Cause:	<input type="checkbox"/> Non-Attainment Hold Placed: ____/____/____
<input type="checkbox"/> Approved:	<input type="checkbox"/> Condition Approval:	<input type="checkbox"/> Not Approved Hold Removed: _____

Requirement: Reduce quantity of materials disposed at landfills by 50% or greater (determined by weight). **Column A:** List actual quantities of waste for each material type (in tons). To convert yards to tons, use the Materials Conversion Worksheet provided in your packet.

Column B, C, D: List actual quantities reused, recycled, or disposed.

Column E: State the name of all vendors or facilities used to reuse, recycle or dispose of material listed. See example below for cases where more than one facility was used for a particular material type.

Column Totals: Add up all quantities listed in Column A. Do the same for Columns B, C and D.

Recycled Mixed Debris: This category is only for mixed debris loads that were taken to a recognized facility for recycling (see list of Mixed Debris Recycling Facilities insert in your C & D Packet). Use the Materials Conversion Worksheet to calculate quantity of materials that can be credited as recycled. Receipts must be provided with your Summary Report to receive recycling credit.

Application/Permit # _____ Project Address: _____

Material Handling Methods - Indicate quantities (in tons only) for each material listed.					
Material Type	A Total Quantity Discarded	B Salvage Or Reuse	C Recycling	D Disposal	E Actual Destination (s)
Example: Cardboard	2 Tons		1.5	0.5	(Recycle) Davis St. Recycling Center (Outdoor) Davis St. Transfer Station
Asphalt & Concrete					
Brick/Masonry/Tile					
Building Materials (doors, windows, fixtures, etc.)					
Carpet					
Carpet Padding/Foam					
Cardboard					
Ceiling Tile (acoustic)					
Drywall (Used)					
Drywall (New, unpainted)					
Landscape Debris (brush, trees, stumps, etc.)					
Scrap Metal					
Unpainted wood & pallets					
Garbage/Trash					
Other (do not include dirt)					
Recycled Mixed Debris (see Instructions above)					
Column Totals					

7. Fill in the blanks below to determine if you met the City's requirement to reduce project waste by 50% or more.

Column Totals B _____ + C _____ - A _____ = _____ x 100 = _____ %

8. Is the percentage listed in question # 7 greater than or equal to 50%? ☐ YES ☐ NO
If NO, explain why:

9. Print Name: _____ Signature: _____
Date: _____

EXHIBIT “A”

**Location Map for
Year 1, Year 2, Year 3, and
Year 4 Areas
And
Maintenance Zones
1 through 18**

ZONE MAP

