

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF PALOS VERDES ESTATES
AND
TRAVER'S TREE SERVICE**

This AGREEMENT is entered into this 14th day of July, 2015, by and between the CITY OF PALOS VERDES ESTATES, a general law city a municipal corporation ("CITY") and Travers Tree Service, Inc. ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for services for certain projects relating to the trimming and, when necessary, removal and stump grinding of City-owned trees.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

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

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SPECIFICATIONS AND SPECIAL PROVISIONS, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$353,815, for CONSULTANT's services as per the Bid Schedule attached as Exhibit B pursuant to Section 3 of this Agreement, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Martin Cortez. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2017, unless earlier termination occurs under Section 11. This Agreement may be extended in writing by both parties for up to three additional one-year periods.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers)

covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

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

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- 18. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

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

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

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

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

CITY	CONSULTANT
<u>City of Palos Verdes Estates</u> <u>340 Palos Verdes Drive West</u> <u>Palos Verdes Estates, CA 90274</u>	<u>Traver's Tree Service, Inc.</u> <u>1811 Lomita Blvd.</u> <u>Lomita, CA 90717</u>
<u>ATTN: City Manager</u>	<u>ATTN: Richard Travers, President</u>

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

be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

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

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

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

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

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

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

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

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

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

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

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

34. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

OR

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

City Initials SR
Consultant Initials RF

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF PALOS VERDES ESTATES



JAMES F. GOODHART, MAYOR

CONSULTANT

By:  _____
TITLE

ATTEST:



Vickie Kroneberger, City Clerk

95-3284932

Taxper ID No.

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

SPECIFICATIONS AND SPECIAL PROVISIONS

FOR

PUBLIC WORKS PROJECT PW 624-15/ NIB 15-12

**CITY OF PALOS VERDES ESTATES
TREE TRIMMING CITY-WIDE FY 2015/16 AND 2016/17**

CITY OF PALOS VERDES ESTATES, CALIFORNIA

June 2015

340 PALOS VERDES DRIVE WEST
PALOS VERDES ESTATES, CA 90274
(310) 378-0383, FAX (310) 378-7820

Bids are due at the office of the **CITY CLERK** by:
11:00 a.m. on **MONDAY**, July 6, 2015

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EXHIBIT A: CITY OF PALOS VERDES ESTATES PUBLIC WORKS AGREEMENT
EXHIBIT B: LOS ANGELES AUDUBON GUIDE TO BIRD-FRIENDLY TREE AND
SHRUB TRIMMING AND REMOVAL

NOTICE INVITING BIDS
PUBLIC WORKS PROJECT PW 624-15
CITY OF PALOS VERDES ESTATES
TREE TRIMMING CITY-WIDE FY 2015/16 AND 2016/17

Sealed bids will be received at the office of the City Clerk of the City of Palos Verdes Estates **until 11:00 AM on MONDAY, July 6, 2015**, at which hour the proposed bids will be publicly opened and read in the City Hall at 340 Palos Verdes Drive West, Palos Verdes Estates, California for PW 624-15; Palos Verdes Estates Tree Trimming City-Wide FY 2015/16 and 2016/17

This project generally consists of the following work:

- Trimming of City owned trees
- Removal and stump grinding of City owned trees
- Emergency Service

All work shall be performed in accordance with Plans and Specifications entitled PW 624-15, Palos Verdes Estates Tree Trimming City-Wide FY 2015/16 and 2016/17 Three (3) one (1) year options are included at the awarded contract prices. Plans and Specifications for this project are on file in the office of the Engineer at 340 Palos Verdes Drive West, Palos Verdes Estates, California, where they may be examined and copies obtained at no cost. Plans and Specifications need not be returned. An electronic copy can be requested by emailing carlmoritz@caaprofessionals.com.

BIDS MUST BE MADE ON THE PROPOSAL FORMS INCLUDED IN THE PLANS AND SPECIFICATIONS FOR PW 624-15. Each Bid must be accompanied by a certified check drawn on a solvent bank, payable to the City of Palos Verdes Estates, for an amount equal to ten percent (10%) of the total maximum amount Bid or by a satisfactory corporate surety bond for said amount and so payable, as a guarantee that the successful Bidder will within ten (10) days from the date of the award of the Contract, enter into a valid Contract with the City of Palos Verdes Estates for said work in accordance with said Plans and Specifications.

The successful Bidder will not be required to submit corporate faithful performance or laborers and materialmen surety bonds with the Contract.

The Contractor shall not pay less than prevailing wage. The prevailing rate of per diem wages for this project shall be in accordance with General Prevailing Wage Determinations of the State of California, Director of Industrial Relations, Pursuant to California Labor Code Sections 1770, 1773 and 1773.1. Copies of the prevailing rate of per diem wages are on file in the office of the Engineer of the City of Palos Verdes Estates, and are available to any interested party on request.

Pursuant to Section 3300 of the Public Contract Code, the City has determined that the Contractor shall possess a valid State of California Contractor's License in the classifications of:

C-61/D-49 "Tree Service"

in full force and effect at the time of bid submission, in accordance with Section 7028.15 of the Business and Professions Code.

The City of Palos Verdes Estates reserves the right to reject any and all bids, and to waive any informality in any bid received, and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder.

All communications relative to this project shall be directed to the City Forester for the City of Palos Verdes Estates, prior to opening bids. All questions relating to the interpretation of the Contract Documents must be submitted in writing, per Item 2, page 1 of the Instructions to Bidders, and responses will be in the form of Addenda to the Notice Inviting Bids.

NO LATE BIDS WILL BE ACCEPTED.

CITY OF PALOS VERDES ESTATES, CALIFORNIA
Vickie Kroneberger,
City Clerk

BID DOCUMENTS

Only the following listed documents, identified in the lower right hand corner as “Bid Forms” shall be fully executed and submitted with the Bid at the time of opening of Bids.

Bid (Proposal)

Bid Schedule(s)

Bid Bond (Bid Security Form)

Bidder’s General Information

List of Subcontractors

Non-Collusion Affidavit

Acknowledgment

Pre-Bid Site Inspection Certification

Failure of a Bidder to fully execute and submit all of the listed documents with the Bid will render a Bid as non-responsive and subject to rejection.

PROPOSAL
PW 624-15
CITY OF PALOS VERDES ESTATES
TREE TRIMMING CITY-WIDE FY 2015/16 AND 2016/17

Date: _____, 20 ____

TO THE CITY OF PALOS VERDES ESTATES, CALIFORNIA

Pursuant to the foregoing Notice Inviting Bids, the undersigned bidder herewith submits a Proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself/herself on award by the City of Palos Verdes Estates under this Proposal to execute in accordance with such award a Contract, of which this Proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and Drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice Inviting Bids, Instructions to Bidders, Specifications, and Drawings are made a part of this Proposal and all provisions thereof are hereby accepted.

In the event of a bid dispute based upon the bidder's submission of this bid and the City's acceptance of same, the bidder will be required to indemnify, defend and hold harmless at its expense, including the provision of legal counsel, the City, its agents, employees and officers from liability, claims, demands, damages and costs if such dispute or action arises solely upon the award of the bid in compliance with State, Federal and local laws.

The bidder further agrees that, in case of his/her default in executing the required Contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his/her proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in these Specifications.

Firm:

By:

Signature

Street

Address:

Zip

Phone:

FAX:

(CORPORATE SEAL OR
NOTORIAL
ACKNOWLEDGEMENTS OF
SIGNATURE - IF
PARTNERSHIP OR
PROPRIETORSHIP)

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

Corporation organized under the laws of the State of:

BID SCHEDULE

Name of Bidder _____

The undersigned, having examined the proposed Contract Documents and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

QUANTITIES ARE FOR ONE FISCAL YEAR – TOTAL CONTRACT WILL BE DOUBLE WHAT IS SHOWN BELOW

ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
1 FULL TRIM				
1A	Very Large: 36" Diameter & up	250 Ea.	\$	\$
1B	Large: 24" to 36" Diameter	600 Ea.	\$	\$
1C	Medium: 12" to 24" Diameter	400 Ea.	\$	\$
1D	Small: 12" Diameter or Less	400 Ea.	\$	\$
2 RAISING				
2A	Very Large: 36" Diameter & up	20 Ea.	\$	\$
2B	Large: 24" to 36" Diameter	100 Ea.	\$	\$
2C	Medium: 12" to 24" Diameter	50 Ea.	\$	\$
2D	Small: 12" Diameter or Less	50 Ea.	\$	\$
3 FULL TREE REMOVAL				
3A	Very Large: 36" Diameter & up	25 Ea.	\$	\$
3B	Large: 24" to 36" Diameter	60 Ea.	\$	\$
3C	Medium: 12" to 24" Diameter	50 Ea.	\$	\$
3D	Small: 12" Diameter or Less	100 Ea.	\$	\$
4 PALM TRIM				
4A	Canary Island Date	250 Ea.	\$	\$
4B	Guadalupe	125 Ea.	\$	\$
4C	Mexican Fan-California Fan-Queen	100 Ea.	\$	\$
4D	Kentia-King-Windmill	25		
5 PALM REMOVAL				
5A	Phoenix canarensis	5 Ea.	\$	\$

Bid Forms

ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
5B	Guadalupe	5 Ea.	\$	\$
5C	Mexican Fan-California Fan-Queen	5 Ea.	\$	\$
5D	Kentia-King-Windmill	5 Ea.		
6 DAY RATE				
6A	Miscellaneous tree work/clean ups	30 Days	\$	\$
TOTAL BASE BID FOR ONE YEAR (In Figures)				\$
TOTAL BASE BID FOR ONE YEAR (In Words)				

ADDITIVE BID ITEM # 1

ITEM NO.	DESCRIPTION	HOURLY RATE
7 EMERGENCY CLEAN-UP AND TRIMMING WORK		
7A	Foreman	\$
7B	Tree Trimmer	\$
7C	Ground person	\$
7D	Chipper Truck Driver w/Operator and Chipper	\$

ADDITIVE BID ITEM # 2

ITEM NO.	DESCRIPTION	COST PER TREE
8	Computer documentation of maintenance work	\$

NOTES:

1. The City will award the Contract based on the lowest responsible bidder. The City shall have the right to accept or reject alternates in any order or combination, unless otherwise specifically provided in these Specifications, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
2. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor.
3. The bid prices shall reflect the conditions required by all sections of the project specifications, shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 45 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the

Contractor and attached herewith.

5. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.

Respectfully submitted:

Signature

Address

Title

Date

Contractor's License Number

Date of Expiration

(Seal – if Bid is by a Corporation)

Attest (Signature)

Amount of Certified Check or Bid Bond

Name of Bonding Company

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Palos Verdes Estates, California ("City"), has issued an invitation for bids for the work described as follows: PW 624-14/NIB 15-12 Palos Verdes Estates Tree Trimming City-Wide FY 2015/16 and 2016/17

WHEREAS

(Name and address of bidder)

("Principal"), desires to submit a bid to City for the work.

WHEREAS, bidders are required to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and that the said Surety's Office is located at:

Name _____
Street Address _____
Telephone _____

and the California Licensed Resident Agent for said Surety is:

Name _____
Insurance Agent's License No. _____
Street Address _____
Telephone _____

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars, (\$ _____), being not less than ten percent (10%) of the total bid price, including alternates, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a Contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date:

“Principal”

“Surety”

By:

By:

Its

Its

By:

By:

Its

Its

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Corporate seal must be impressed hereon in case of corporation.

BIDDER'S GENERAL INFORMATION

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? _____
- 1.2 How many years has your organization been in business under its present name? _____
- 1.2.1 Under what other names has your organization operated?

- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation: _____
- 1.3.2 State of incorporation: _____
- 1.3.3 Corporate ID number: _____
- 1.3.4 President's name: _____
- 1.3.5 Agent for Service of Process: _____
- 1.4 If your organization is a partnership, answer the following:
- 1.4.1 Date of organization: _____
- 1.4.2 Type of partnership (if applicable): _____
- 1.4.3 Name(s) of general partner(s): _____
- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization: _____
- 1.5.2 Name of owner: _____
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Please include Department of Industrial Relations' Registration Number.

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

- 3.2 Claims and Suits (If the answer to any of the questions below is yes, please attach details.)
- 3.2.1 Has your organization ever failed to complete any work awarded to it? _____

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____

- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction within the last five (5) years? _____

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer of another organization when it failed to complete a construction Contract? (If the answer is yes, please attach details.) _____

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of the project, owner, architect/engineer Contract amount, percent complete and scheduled completion.
- 3.4.1 State total worth of work in progress and under Contract: _____
- 3.5 On a separate sheet, list all projects your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 3.5.1 State average annual amount of construction work performed during the past five years: _____

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
- 3.7 On a separate sheet, list all equipment that will be used on this project. This includes but is not limited to: aerial lifts, chippers, stump grinders, crew trucks, debris trucks, chain saws, winches, etc.
List all backup equipment for all equipment listed. Provide current certifications for all aerial lifts that will be used on this project.
Provide the capacities of equipment including but not limited to height and reach of aerial lifts, diameter capacities of chippers and bar lengths of chainsaws.
The lack of proper equipment to perform the job will render a contractor not responsible and is grounds for disqualification at the City's discretion. In this case, the City reserves the right

to establish an agreement with the contractor that allows the acquisition of all necessary equipment within 1 month following the start of the contract.

4. SURETY

4.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's _____ most _____ recent _____ project:

4.2 Name and address of agent: _____

LIST OF SUBCONTRACTORS

NAME OF BIDDER: _____

Each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his/her bid.

3. If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, he/she agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of Contract, the Contractor subcontracts any such portion of the work, the Contractor shall be subject to the statutory penalties.

This list, and subsequent changes thereto, shall be subject to the approval of the City and additionally for cause cited in the public contract code. Submit an updated and approved DESIGNATION OF SUBCONTRACTORS form prior to execution of the City-Contractor Contract.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Address	Contractor License #	Description of portion of Work Subcontracted	Estimated \$ Amount
	(Number and Street)			
	(City, Zip Code)			

The Contractor shall not:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may consent to the substitution of another person as subcontractor:
 1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, based upon the general terms, conditions, Plans and Specifications for the project involved or the terms of such Contractor's written bid, is presented to him by the Contractor, or
 2. When the listed subcontractor becomes bankrupt or insolvent, or
 3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
 4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor, or
 5. When the Contractor demonstrates to the City that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
 6. When the listed subcontractor is not licensed pursuant to the Contractor's License Law, or
 7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the Plans and Specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which his/her original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five (5) working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he/she claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, of (1) canceling this Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

NONCOLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says: That he or she is
Name _____ of _____, the party making the
Title _____ Company Name

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

BIDDER: _____

By _____

Title _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of _____ County of _____

On _____ before me, _____,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared _____,
NAME(S) SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

(SEAL)

PRE-BID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

Date: _____

Persons who inspected site of the proposed work for your firm:

Name _____ Date _____ of _____
Inspection _____
Title _____

Name _____ Date _____ of _____
Inspection _____
Title _____

INSTRUCTIONS TO BIDDERS

1. CONTRACTORS LICENSING REQUIREMENTS

Pursuant to Section 3300 of the Public Contract Code, the City has determined that the Contractor shall possess a valid State of California Contractor's License in full force and effect at the time of bid submission, in accordance with Section 7028.15 of the Business and Professions Code. The type and class of Contractor's License required shall be as stated in the Notice Inviting Bids.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. QUESTIONS PRIOR TO OPENING BID

Questions regarding documents, discrepancies, or omissions in the Plans or Specifications shall be communicated to the Project Manager, via email, at least 7 calendar days prior to opening of Bids, to provide time for issuing and forwarding an addendum should the City consider an addendum necessary. The City will not be responsible for oral interpretation of the Plans and Specifications.

3. OBTAINING PLANS AND SPECIFICATIONS

Plans and Specifications may be obtained from the Palos Verdes Estates City Hall at 340 Palos Verdes Drive West, Palos Verdes Estates, CA 90274, for a non-refundable fee in the amount stated in the Notice Inviting Bids. Plans and Specifications will be mailed upon request for an additional charge, in the amount stated in the Notice Inviting Bids, received at least 7 calendar days prior to Bid opening. No mailings will occur after this time other than addendum or clarifications to existing plan holders.

4. PROPOSAL FORMS - SUBMITTAL

The Proposal shall be made on the Bid Forms provided herein with all blank spaces properly filled in. The phraseology shall not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection. All Bid Forms requiring specific information shall be completely filled out in order for a bid to be considered responsive.

Include all original Bid Forms, properly executed and intact. Enclose the Bid Forms in a sealed envelope; type or print on the envelope "Proposal for" followed by the title and Contract Number and the date and time of Bid opening as they appear on the cover of this Specifications book, and the Bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or

package delivery service. Proposals hand delivered, delivered by courier or package delivery service shall be presented to:

City Clerk
City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Proposals received after Bid opening time as stated on the cover of this Specifications book or at any place other than the Office of the City Clerk will not be considered.

5. PROPOSAL FORM

The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the proposal shall be typewritten or legibly printed on the proposal. The Bidder shall sign the proposal with his/her usual wet ink signature.

An individual submitting a proposal or a partner signing for a partnership shall sign in the presence of a Notary Public and the notarial acknowledgement shall be attached to the proposal.

A partner shall sign for a partnership and the names and addresses of all partners shall be given.

An officer shall sign for a corporation, in the presence of a Notary Public the corporate name shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney is attached.

6. PROPOSAL FORM - PRICES

The Bidder shall include in their Bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the Contract.

The Bidder shall state for each item on the proposal form, in clearly legible figures, the unit price and item total or lump sum, as the case may be, for which he/she proposes to supply labor, materials, and equipment and to perform the work required by these Specifications. Alteration of a price by erasure or interlineation must be initialed or noted in the proposal over the signature of the Bidder.

In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price Bid. In the event of a discrepancy between the unit price Bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All requested Alternates shall be Bid. If no change in the Base Bid is required, enter "No Change."

Addenda will be faxed, mailed, or delivered to all specification holders of record who are known by the issuing officer to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that he/she has received all Addenda issued. Each Bidder shall acknowledge receipt of all Addenda. The cover sheet of each Addendum shall be signed by the Bidder and attached to his/her Bid.

7. BID BOND

Each Bidder shall submit with his/her proposal a Bid Bond or a Cashier's check drawn on a solvent bank, payable to the City of Palos Verdes Estates for not less than 10% of the total amount of Bid, including alternates or \$1,000, whichever is greater, using the form entitled "Bid Bond" on page 5 of the Bid Proposal, and properly executed and acknowledged by the bidder and by a corporate admitted surety authorized to transact such business in the State of California.

Such bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bond is executed outside the State of California, all copies of the bond must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

The surety or sureties on the bond must be satisfactory to the City Attorney. The City will reject a surety bond obtained from any company not holding Certificate of Authority from the U.S. Secretary of the Treasury under the Act of Congress approved July 30, 1947, (31 U.S.C., Sections. 39-01, etc., (as amended from time to time) as acceptable sureties on federal bonds.

Any alteration of said form of Bid Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the proposal under which the Bid Bond is submitted.

The check or bond of a bidder to whom the Contract has been awarded will be returned to him/her after all of the acts, for the performance of which said security is required, have been fully performed. Checks or bid bonds of other bidders will be returned when their proposals are rejected, or in any event, at the expiration of forty-five (45) days from the date of opening bids.

8. BIDDER'S QUALIFICATIONS STATEMENT

The Bidder must complete all information required on pages 7-8 of the form, entitled "Bidder's General Information" and sign the form. If no information is to be filled in a blank space, then write "none".

9. DESIGNATION OF SUBCONTRACTORS

The Bidder must complete page 9 entitled "List of Subcontractors" for all subcontracts in excess of one-half of one percent of the total Bid. Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of the work to be done by each subcontractor listed, by trade and by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of all subcontractors.

10. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the work contemplated and the proposal, Plans, and Specifications therefore. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, Plans, Specifications, and other Contract documents.

The Bidder is required to ascertain the locations of the existing utility services, and other underground facilities, and to provide for carrying out his/her operations so as to cause the minimum possible inconvenience to the occupants of property and along any streets affected. All work and costs involved in the safeguarding of the property of others shall be at the expense of the Bidder to whom the Contract may be awarded.

The Bidder hereby certifies that he/she has: examined the local conditions, read each and every clause of the Specifications, included all costs necessary to complete the specified work in his/her Bid prices, and agrees that if he/she is awarded the Contract he/she will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by him, the Bidder agrees to assume all risks incident thereto.

11. INTERPRETATION OF SPECIFICATIONS

Should a Bidder find discrepancies in, or omissions from, the Specifications or Plans, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify the City in writing, requesting an interpretation or clarification. The person submitting such request will be responsible for its prompt delivery. Should the City find that the point in question is not clearly and fully set forth, the City may issue a written Addendum which will be sent to all Specification Holders of record. The City will not be responsible for any other explanation or interpretation of the Plans or Specifications, or for any oral instructions.

Bidders shall use complete sets of Bidding Documents in preparing Bids. The City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

12. PRICES AND PAYMENTS

Quantities listed on the Bidding form are estimates provided for bid comparison, and no claim shall be made against the City for excess or deficiency therein, actual or relative. Payment shall be made at the Contract Unit Prices for the actual quantities of the completed work as approved by the City prior to performing work and authorized by an executed contract change order. The Contract Unit Price shall include full compensation for furnishing all labor, materials, supplies, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract.

13. MISTAKES IN THE BID

A Bidder shall be relieved of a Bid due to mistakes only if the Bidder can establish to the satisfaction of the City that all of the following circumstances exist:

- A. A mistake was made.

- B. The Bidder gave the City written notice within five (5) days after the opening of the Bids of the mistake, specifying in the notice in detail how the mistake occurred.
- C. The mistake made the Bid materially different from what the Bidder intended it to be.
- D. The mistake was made in filling out the Bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the Plans and Specifications.

14. AWARD

The City reserves the right to reject any or all proposals and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bid proposals will be made by the City within 45 calendar days following the Bid opening. City Council meetings are regularly scheduled on the evenings of the second and fourth Tuesday of each month.

15. BASIS OF AWARD

A Contract will be awarded to the lowest responsible Bidder meeting all requirements set forth in these Specifications. The City will award the Contract based on the lowest Base Bid and/or the lowest Base Bid including all alternates accepted.

The City shall have the right to accept or reject alternates in any order or combination, unless otherwise specifically provided in these Specifications, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.

In making the determination as to lowest responsible Bidder, the following criteria will apply:

- A. Qualifications of Bidder: The Bidder shall be a qualified Bidder as required in paragraphs 1 and 8 of this section and as otherwise required in these Specifications.
- B. Responsive Proposal: The Bidder's proposal shall be responsive to the requirements of these Specifications. As stated elsewhere, the City reserves the right to waive any informalities or technical defects of the proposal as the best interests of the City may require.
- C. Equalizing Factors: The bidder's bid price may not wholly determine the lowest responsible Bidder. Contained within these Specifications may be listed specific items of equipment performance, equipment design or equipment construction features, which, based on the Bidder's guarantees, would be subject to evaluation, where such evaluation, when combined with the Bid price, would affect the total cost or value or usefulness to the City of the equipment offered. In addition, where applicable, other equalizing factors such as cost of transportation, inspection, office and field engineering (including salaries, travel and subsistence expenses), installation (if any), in addition to that of Bid price, which would affect the total cost or value or usefulness to the City of the equipment offered, will be taken into consideration in comparing Bids for award of Contract.

16. EXECUTION OF CONTRACT

Within 15 calendar days after being notified by City that he/she has been awarded the Contract, Contractor shall deliver to the City the following documents:

- A. Four (4) copies of the Contract Agreement in the form shown in Exhibit A, properly executed by Contractor and, if the Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.
- B. Properly executed copies of the (a) Faithful Performance Bond, (b) Labor and Material Bond, and when required by the Contract Special Conditions, (c) Maintenance Bond in accordance with the requirements set forth in Article 11 of the General Conditions and in the form shown on Exhibits B1, B2 and B3. All signatures must be notarized.
- C. Properly executed policies of (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, (c) the Excess or Liability Insurance, (d) the Waiver of Subrogation Clause, and (e) the corresponding endorsements for each policy in accordance with the requirements set forth in Article 11 of the General Conditions and in the form shown on Exhibits C1.

In any event that the fifteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following working day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return one (1) fully executed copy of the Contract documents to Contractor for his/her files.

17. FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the award is made fails to enter into the Contract as herein provided and furnish the said bonds and insurance, this shall be just cause for the annulment of the award and the forfeiture of the Bid Bond, and an award may, in the discretion of the City, be made to the Bidder whose proposal is the next most acceptable to the City in the opinion of the City Council, and such Bidder shall fulfill every term, covenant and condition herein as if he/she were the party to whom the first award was made.

SPECIAL PROVISIONS

SECTION 1

TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

Standard Specifications – The Work hereunder shall be done in accordance with the most recent edition of the APWA Standard Specifications for Public Works Construction (“Green Book”), and all current supplements thereto, and the most recent edition of the City of Palos Verdes Estates General Provisions and Standards for Public Works Permits, insofar as the same may apply and in accordance with these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

All tree trimming and removals shall follow the ISA Tree-Pruning Guidelines 1995, American National Standards Institute ANSI A300-Part 1-(2008), American National Standards Institute ANSI Z133.1 2012 Safety Standards and the American National Standard for Tree Care Operations-Tree, Shrub and Other Woody Plant Maintenance-Standard Practices.

1-1 DEFINITIONS

Wherever in the Standard Specifications the following terms are used, the definitions shall be amended to read:

Owner:	The City of Palos Verdes Estates, California.
Engineer:	The engineer representing the City as duly appointed by the City Manager for Palos Verdes Estates.
Bidder:	The individual, partnership, firm, corporation, joint venture or other legal entity submitting a bid on these Specifications or any part thereof.
Contractor:	The individual, partnership, firm, corporation, joint venture or other legal entity with whom the Contract is made by said City, or the agent or legal representative who may be appointed to represent such individual, partnership, firm, corporation, joint venture or other legal entity in the execution of the Contract.
Standard Plans:	The Standard Drawings and the Special Drawings of the City of Palos Verdes Estates.

SECTION 2
SCOPE AND CONTROL OF WORK

2-4 CONTRACT BONDS

Contractor shall furnish the following bond:

1. Each Bid must be accompanied by a certified check drawn on a solvent bank, payable to the City of Palos Verdes Estates, for an amount equal to ten percent (10%) of the total maximum amount Bid or by a satisfactory corporate surety bond for said amount and so payable, as a guarantee that the successful Bidder will within ten (10) days from the date of the award of the Contract, enter into a valid Contract with the City of Palos Verdes Estates for said work in accordance with said Plans and Specifications

This bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, a California representative of the surety must countersign all copies of the bonds. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bonds obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. as an acceptable surety on Federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bonds provided must not exceed the surety's bonding limitations as set forth in Circular 570.

If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.

No modifications or alterations made in the work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events shall be waived by the surety.

The Notice to Proceed will not be issued until the aforesaid bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

SECTION 3
CHANGES IN WORK

Sections 3-1, 3-2, and 3-3 of the Standard Specifications shall be replaced with the following:

3-1 CHANGES INITIATED BY CONTRACTOR OR AGENCY

3-1.1 General.

The City reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portion of the work, as may be deemed by the City Forester to be necessary or advisable and to require such extra work as may be determined by the City Forester to be required for the proper completion of the whole work contemplated.

3-1.2 Procedure and Protest.

A contract change order approved by the Planning Director may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Engineer within 15 days after the receipt of the approved contract change order. The protest shall state the points of disagreement, and, if possible, the contract specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved contract change order, and that payment shall constitute full compensation for all work included therein or required thereby. Unprotested approved contract change orders will be considered as executed contract change orders as that term is used in Sections 4-1.03B to 4-1.03D, inclusive.

Where the protest concerning an approved contract change order relates to compensation, the compensation payable for all work specified or required by that contract change order to which the protest relates will be determined as provided in Sections 4-1.03B to 4-1.03D, inclusive. The Contractor shall keep full and complete records of the cost of that work and shall permit the Engineer to have access thereto as may be necessary to assist in the determination of the compensation payable for that work.

Proposed contract change orders may be presented to the Contractor for consideration prior to approval by the Engineer. If the Contractor signifies acceptance of the terms and conditions of the proposed contract change order by executing the document and if the change order is approved by the Engineer and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. A contract change order executed by the Contractor and approved by the Engineer is an executed contract change order as that term is used in Sections 4-1.03B to 4-1.03D, inclusive. An approved contract change order shall supersede a proposed, but unapproved, contract change order covering the same work.

The Engineer may provide for an adjustment of compensation as to a contract item of work included in a contract change order determined as provided in Sections 4-1.03B to 4-1.03D, inclusive, if that item of work is eligible for an adjustment of compensation thereunder.

3-1.3 Increased or Decreased Quantities.

Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of that item of work with the contractors bid table.

3-1.4 Increases of More Than 25 Percent.

Should the total pay quantity of any item of work required under the contract exceed the Bid Table by more than 25 percent, the work in excess of 125 percent of the estimate and not covered by an executed contract change order specifying the compensation to be paid therefore will be paid for at the unit price submitted in the Bid Table.

3-1.5 Decreases of More Than 25 Percent.

Should the total pay quantity of any item of work required under the contract be less than 75 percent of the Bid Table Estimate, no adjustment in compensation pursuant to this Section will not be made.

The payment for the total pay quantity of the item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Bid Table Estimate of the quantity for the item at the original contract unit price.

3-2 CHANGES IN CHARACTER OF WORK

If an ordered change in the plans or specifications materially changes the character of the work of a contract item from that on which the Contractor based the bid price, and if the change increases or decreases the actual unit cost of the changed item as compared to the actual or estimated actual unit cost of performing the work of that item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation therefore will be made in accordance with the following.

The basis of the adjustment in compensation will be the difference between the actual unit cost to perform the work of that item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of the item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Section 9-1.03; or the adjustment will be as agreed to by the Contractor and the Engineer. The adjustment will apply only to the portion of the work of the item actually changed in character. At the option of the Engineer, the work of the item or portion of item which is changed in character will be paid for by force account as provided in Section 9-1.03.

If the compensation for an item of work is adjusted under this Section 4-1.03C, the costs recognized in determining that adjustment shall be excluded from consideration in making an adjustment for that item of work under the provisions in Section 4-1.03B, "Increased or Decreased Quantities."

Failure of the City Forester to recognize a change in character of the work at the time the approved contract change order is issued shall in no wise be construed as relieving the Contractor of the duty

and responsibility of filing a written protest within the 15 day limit as provided in Section 4-1.03A, "Procedure and Protest."

3-3 EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Engineer that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. In the event portions of this work are determined by the City Forester to be covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or specifications.

The Contractor shall do the extra work and furnish labor, material and equipment therefore upon receipt of an approved contract change order or other written order of the Engineer, and in the absence of an approved contract change order or other written order of the Engineer the Contractor shall not be entitled to payment for the extra work.

Payment for extra work required to be performed pursuant to the provisions in this Section 3-3, in the absence of an executed contract change order, will be made by force account as provided in Section 3-3.1; or as agreed to by the Contractor and the Engineer.

3-3.1 Force Account.

When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the approval of the Engineer and compensation will be determined as follows:

3-3.1.1 Work Performed by Contractor.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections 3 3.1.1(a), "Labor," 3-3.1.1(b), "Materials," and 3-3.1.1(c), "Equipment Rental," except where agreement has been reached to pay in conformance with the provisions in Section 9 1.03B, "Work Performed by Special Forces or Other Special Services."

To the total of the direct costs computed as provided in Sections 3 3.1.1(a), "Labor," 3-3.1.1(b), "Materials," and 3-3.1.1(c), "Equipment Rental," there will be added a markup of 20 percent to the cost of labor, 15 percent to the cost of materials and 15 percent to the equipment rental.

The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 3 3.1.1(a), "Labor," 3-3.1.1(b), "Materials," and 3-3.1.1(c), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefore.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 2-3, "Subcontracts," an additional markup of 5 percent will be added to the total cost of that extra work including all markups specified in this Section 3-1.1. The additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

3-3.1.1(a) Labor. The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces, will be the sum of the following:

A. Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.

B. Labor Surcharge. To the actual wages, as defined in Part A of this Section, will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Part A of this Section and subsistence and travel allowance as specified in Part C of this Section.

C. Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to the workers.

3-3.1.1(b) Materials. The City reserves the right to furnish any materials it deems advisable, and the Contractor shall have no claims for costs and markup on those materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of those materials will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

A. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that the discount may not have been taken.

B. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer plus the actual costs, if any, incurred in the handling of the materials.

C. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on contract items or the current wholesale price for those materials delivered to the jobsite, whichever price is lower.

D. If the cost of the materials is, in the opinion of the Engineer, excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the jobsite, less any discounts as provided in Part A of this Section.

E. If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within 60 days after the date of delivery of the material or within 15 days after acceptance of the contract, whichever occurs first, the City reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Part A of this Section.

3-3.1.1(c) Equipment Rental. The Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Part A of this Section, "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in the Labor Surcharge And Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of the rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Operators of rented equipment will be paid for as provided in Section 3-3.1.1(a), "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rate publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

A. Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return the equipment to the original location or to another location requiring no more time than that required to return the equipment to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than the extra work.

The following shall be used in computing the rental time of equipment on the work:

(1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5-hour of operation.

(2) When daily rates are listed, less than 4 hours of operation shall be considered to be 0.5-day of operation.

B. Equipment not on the Work. For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, or determined as provided in Section 3-3.1.1(c) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

(1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.

(2) The City will pay the costs of loading and unloading the equipment.

(3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.

(4) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the equipment is used to perform the extra work on those days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of the equipment. The rental time to be paid per day will be in accordance with the following:

Hours Equipment Is in Operation	Hours to be Paid
0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6

Hours Equipment Is in Operation	Hours to be Paid
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8
Over 8	hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5-hour of operation.

When daily rates are listed, payment for 0.5-day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

(5) Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the work.

(6) Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis and the Engineer determines that the extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of the equipment at equipment rental rates in excess of those listed as applicable for the use of that equipment subject to the following additional conditions:

(1) The Engineer shall specifically approve the necessity for the use of particular equipment on that work,

(2) The Contractor shall establish to the satisfaction of the Engineer that the equipment cannot be obtained from the Contractor's normal equipment source or sources and those of the Contractor's subcontractors,

(3) The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for the equipment from the proposed source is reasonable and appropriate for the expected period of use.

(4) The Engineer shall approve the equipment source and the equipment rental rate to be paid by the City before the Contractor begins work involving the use of that equipment.

C. Owner-Operated Equipment. When owner operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in conformance with the provisions in Section 3-3.1.1(c), "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in conformance with the provisions in Section 3-3.1.1(a) Part B, "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 3-3.1.1, "Work Performed by Contractor."

D. Dump Truck Rental. Dump truck rental shall conform to the provisions in Sections 3-3.1.1(c), "Equipment Rental," 3-3.1.1(c) Part A, "Equipment on the Work," and 3-3.1.1(c) Part B, "Equipment not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 3-3.1.1 (a), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No separate markup will be made for labor.

The provisions in Section 3-3.1.1 (c) Part C, "Owner-Operated Equipment," shall not apply to dump truck rentals.

3-3.1.2 Work Performed by Special Forces or Other Special Services.

When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the Contractor's subcontractors, that service or extra work item may be performed by a specialist. Invoices for the service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide a complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the jobsite, the charges for that portion of the extra work performed in the facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the City for any cash or trade discount offered or available, whether or not the discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 3-3.1.1, "Work Performed by Contractor."

3-3.1.3 Records.

The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

From the above records, the Contractor shall furnish the Engineer completed daily extra work reports, either on forms furnished by the City or on computerized facsimiles of the City's forms acceptable to the Engineer, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Section 3-3.1.2, "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports, or if not available, the invoices shall be submitted with subsequent daily extra work reports. Should the vendor's invoices not be submitted within 60 days after the date of delivery of the material or within 15 days after the acceptance of the contract, whichever occurs first, the City reserves the right to establish the cost of the materials at the lowest current wholesale prices at which those materials were available in the quantities concerned delivered to the location of work less any discounts as provided in Section 3-3.1.1(b) Part B.

Daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative.

The Engineer will compare the Engineer's records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the City, during the life of the contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when the audit is to begin.

3-3.1.4 Payment.

Payment as provided in Sections 3-3.1.1, "Work Performed by Contractor," and 3-3.1.2, "Work Performed by Special Forces or Other Special Services," shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefore.

SECTION 4
CONTROL OF MATERIALS

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SECTION 5
UTILITIES

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SECTION 6
PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

6-1.1 Preconstruction Meeting.

The Contractor shall arrange a pre-construction meeting with the Engineer which shall be held a minimum of ten (10) working days prior to commencement of any work.

It shall be mandatory for the contractor's representative to measure all project components and confirm field conditions immediately after the pre-construction meeting if it has not already been done, to determine an accurate assessment of the materials required for the project.

The Contractor shall have its equipment, daily schedule of work (which shall be revised and sent to the Engineer at the end of each work week, and draft Notice to Residents, available for inspection by the Engineer one week prior to the pre-construction meeting. The foreman shall be present at the pre-construction meetings and all subsequent project-related meetings. If the schedule of work has not been received prior to the pre-construction meeting or the foreman is not available to attend, the City reserves the right to reschedule the meeting to a time and date when these issues have been addressed.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General.

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-6.3. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required extra work, or other specific events as may be further described in Special Provisions.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials, labor or equipment unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interest of the City. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-6.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the City, such delays will entitle the Contractor to an extension of time per 6-6.2.

6-6.2 Extension of Time.

Extensions of time, when granted, will be based upon the effect of delays to the work. They will not be granted for non-controlling delays to minor portions of the work unless it can be shown that such delays did or will delay progress of the work.

6-6.3 Payment for Delays.

Pursuant to Section 7102 of the Public Contract Code, the Contractor will be compensated for damages incurred due to delays for which the City is responsible. Such actual costs will be determined by the Engineer. The City will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

6-6.4 Written Notice and Report.

If the Contractor desires payment for a delay as specified in 6-6.3 or an extension of time, he/she shall file with the Engineer a written request and report of cause within 30 days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the City to consider such request.

6-7 TIME OF COMPLETION

6-7.1 General.

All work shall begin within **10** working days following the written Notice to Proceed from the City. All Work Orders for trimming and removals will be completed within 30 days of the receipt of the Work Order. Emails will be considered an approved method of notice.

6-7.2 Working Day.

Working days are defined as any day that the Palos Verdes Estates City Hall is open for business. City Hall is closed on all Saturdays, Sundays, and the following holidays:

New Year's Day	Fourth of July	Thanksgiving Day
Presidents Day	Labor Day	Day after Thanksgiving
Martin Luther King Day	Columbus Day	Christmas
Memorial Day	Veterans Day	

6-7.2.1 Working Hours.

Working hours are limited to any 8 hour period between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. Work in excess of 8 hours per day, on Saturdays, Sundays, or on City holidays requires prior consent of the Engineer and is subject to Cost of Overtime Construction Inspection, unless otherwise specified in the Contract Special Conditions.

6-9 LIQUIDATED DAMAGES

The liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration. Timely completion is required to

insure that the owner may occupy the building fully, all facilities operational and all construction activities completed in accordance with these Specifications.

Should the Contractor fail to complete all or portions of the contract work within the specified completion date, liquidated damages shall be assessed until such work is complete and accepted by the City. Such assessments shall be deducted from Contractors funds being held in the Contractors account or provided by the Contractor if the Contractor's account does not have sufficient funds.

It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this Contract. Should the amount of the damages exceed the amount due the Contractor, he/she and his/her sureties shall be liable for the excess.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due it, the sum of \$250, unless otherwise specified in the Special Provisions. Execution of the Contract shall constitute agreement by the City and Contractor that **\$250 per day** is the value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payment due to the Contractor if such delay occurs.

6-11 EMERGENCY WORK

6-11.1 During Working Hours.

In case of an emergency that threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He/she shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

6-11.2 Outside of Working Hours.

Whenever, in the opinion of the City, there shall arise outside of the regular working hours on the Contract work of an emergency nature which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the City as the situation may warrant. He/she shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work. In the event the Contractor is not able to respond to an emergency outside of regular working hours, the City's forces will handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the Contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the Contract.

SECTION 7
RESPONSIBILITIES OF THE CONTRACTOR

7-5 PERMITS

The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Palos Verdes Estates. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. The Contractor shall enforce the permit requirements. Permit fees to the City of Palos Verdes Estates shall be waived.

7-13 LAWS TO BE OBSERVED

7-13.1 General.

The provisions of Section 7-13 of the Standard Specifications shall be revised to read as follows:

The Contractor shall keep itself fully informed of all existing and future State and Federal laws, and county and municipal ordinances and regulations, which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He or she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any or all other authority over the Work, and shall indemnify the City and all officers and employees thereof connected with the Work, including, but not limited to, the Engineer, against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Special Provisions, or Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the Engineer in writing.

7-13.2 Hours of Labor.

The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the City, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

7-13.3 Prevailing Wage.

As required by Sections 1770 and following, of the California Labor Code, the Contractor shall pay not less than the prevailing wage rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Engineer, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

The Contractor shall, as a penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor.

7-13.4 Travel and Subsistence Payments.

As required by Section 1773.8 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Article.

To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the Contract shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for Bids.

7-13.5 Apprentices on Public Works.

The Contractor shall comply with all applicable provisions of Sections 1777.5 and 1776 of the California Labor Code relating to employment of apprentices on public works.

7-13.6 Unpaid Claims.

If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the City a Stop Notice, as provided in Sections 3179 through 3210 of the Civil Code of the State of California, the City shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this Contract, as shall be sufficient to answer the claim stated in such Stop Notice, and to provide for the reasonable cost of any litigation thereunder, provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the City the bond referred to in Section 3196 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.

7-13.7 Retainage from Monthly Payments.

There will be no retention in this contract

7-13.8 Resolution of Construction Claims.

As required under Section 20104, et seq., of the California Public Contract Code, any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract, or payment of an amount which is disputed by the City, shall be processed in accordance with the provisions of said Section 20104, et seq., relating to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

A single written claim shall be filed under this Article prior to the date of final payment for all demands resulting out of the Contract.

Within 30 days of the receipt of the claim, the City may request additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within 15 days after receipt of the request. The Contractor shall respond to the request within 30 days of receipt, if the amount of the claim exceeds \$50,000, but is less than \$375,000.

Unless further documentation is requested, the City shall respond to the claim within 45 days, if the amount of the claim is less than \$50,000, or within 60 days, if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the City shall respond within

the same amount of time taken by the Contractor to respond, or 15 days, whichever is greater, after receipt of the information, if the claim is less than \$50,000. If the claim is more than \$50,000, but less than \$375,000, and further documentation is requested by the City, the City shall respond within the same amount of time taken by the Contractor to respond, or 30 days, whichever is greater.

If the Contractor disputes the City's response, or the City fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the City, within 15 days after the deadline of the City to respond, or within 15 days of the City's response, whichever occurs first. The City shall schedule the meet and confer conference within 30 days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue the remedies authorized by law.

7-13.9 Payroll Records; Retention; Inspection; Non-Compliance Penalties; Rules and Regulations.

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

The payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection, or furnished to the employee, or his or her authorized representative on request.
2. A certified copy of all payroll records, enumerated herein, shall be made available for inspection, or furnished upon request, to a representative of the body awarding the Contract, or the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the California Department of Industrial Relations.
3. A certified copy of all payroll records, enumerated herein, shall be made available upon request to the public for inspection, or copies thereof made, provided, however, that a request by the public shall be made through either the body awarding the Contract, or the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, sub-contractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

The Contractor and each subcontractor shall file a certified copy of the records with the entity that requested the records within 10 days after the receipt of a written request.

Any copy of records made available for inspection as copies, and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

The Contractor shall inform the body awarding the Contract of the location of the records enumerated, including the street address, city and county, and shall, within 5 working days, provide a notice of any change of location and address.

In the event of noncompliance with the requirements of this Section, the Contractor shall have 10 days in which to comply subsequent to receipt of a written notice specifying in what respects the Contractor must comply with this Section. Should noncompliance still be evident after the 10 day period, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit \$25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address, and social security number of each employee, his or her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate all apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his or her name appears. The payroll shall be accompanied by a "Statement of Compliance," signed by the employer or its agent, indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by the City, or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls from all subcontractors.

If, by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000, nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be in addition to all other retentions provided for in the Contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

7-15 INSURANCE AMOUNTS

The Contractor agrees to provide insurance in accordance with requirements set forth herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein. The Contractor shall require the same of all subcontractors and hired parties.

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of commercial general and automobile liability insurance in which the City, along with its City Council and each member thereof, and each of its officers, officials, employees, volunteers, and agents, including but not limited to the firm, officers, agents and employees of H.R. Green, Inc., is the named insured or is named as an additional insured with the Contractor. The insurance company(ies) issuing such policy(ies) must be authorized to do business in the State of California with a current A.M. Best's rating of A- or better and a financial size of VII or greater.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85. The Contractor shall include maintain limits of no less than Two Million Dollars (\$2,000,000) coverage per occurrence for personal injury or death and/or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Contract. Such insurance shall include coverage for all automobiles utilized by the Contractor's or any subcontractor's employees or agents in the performance of the Contract.

The insurance coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or otherwise materially changed, unless thirty (30) days advance written notice by certified mail/return receipt requested has been given to the city. The insurance required herein will be renewed annually as long as the Contractor continues operations in any way related to the Contract.

The insurance coverage provided by the Contractor as set forth herein shall be primary with respect to the City, its City Council and any member thereof, and each of the officers, officials, agents, employees and volunteers of the City, including but not limited to the firm, officers, agents and employees of H.R. Green, Inc. Any insurance or self-insurance maintained by the City, its City Council or any member thereof, or its officers, officials, agents, employees and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it. The Contractor's insurer waives any right of contribution with such other insurance which may be available to the City. The Contractor agrees to have its policy (ies) endorsed accordingly.

The Contractor's insurer shall waive all rights of subordination for losses against the City, its City Council or any member thereof or its officers, officials, agents, employees and volunteers. The insurance coverage shall apply separately to each insured against whom a claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

It is hereby understood and agreed that the City of Palos Verdes Estates, its City Council and each member thereof, and every officer, official, volunteer, employee and agent of the City, including but not limited to the firm, officers, agents and employees of Charles Abbott Associates, Inc., shall be added as additional insured using ISO additional insured endorsement number CG 20 10 11 85 or CG 20 12 07 98 (and in no event will the city accept an endorsement form with an edition date later than 1990) as respects to claims arising out of the project.

The Contractor agrees to indemnify, hold harmless and defend the City, its City Council and each member thereof and each of its officers, officials, volunteers, employees, and agents, including but not limited to the firm, officers, employees and agents of H.R. Green, Inc., who are providing service to the City, from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract, except for liability attributed to the City's active negligence or willful misconduct.

The obligations of the Contractor hereunder or under any other provision of the Contract shall not be limited by the provisions of any worker's compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, officials, volunteers, employees and agents.

SECTION 8
FACILITIES FOR AGENCY PERSONNEL

(NOT APPLICABLE)

SECTION 9
MEASUREMENT AND PAYMENT

9-1 BID ITEMS

No separate payment will be made for appurtenant items for which separate payment is not specifically provided for in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

The total bid price for this project shall include the costs to provide a minimum of one foreman, employed by the contractor, throughout the entire project. The same foreman shall be present at the pre-construction meetings and all subsequent project-related meetings. The same foreman shall also be present at the job during all project activities and shall ensure that all project activities result in a good product.

SECTION 9
MEASUREMENT AND PAYMENT

9-4 BID ITEMS

- 9-4.1** FULL TRIM (Bid Items No.1A to 1D). Payment for a full trim will be made on a unit cost basis for the size of the diameter of the tree at breast height trimmed in accordance with the specifications. No additional cost will be made without prior written approval from the City.
- 9-4.2** RAISING (Bid Items No.2A to 2D). Payment for raises will be made on a unit cost basis for the size of the diameter of the tree at breast height trimmed in accordance with the specifications. No additional cost will be made without prior written approval from the City.
- 9-4.3** FULL TREE REMOVAL (Bid Items No 3A to 3 D). Payment for tree removal will be made on a unit cost basis for the size of the diameter of the tree at breast height removed in accordance with the specifications. No additional cost will be made without prior written approval from the City.
- 9-4.4** PALM TRIM (Bid Items 4A to 4B). Payment for a palm trim will be made on a unit cost basis for the type of the palm tree in accordance with the specifications. No additional cost will be made without prior written approval from the City.
- 9-4.5** PALM REMOVAL (Bid Items 5A to 5D). Payment for a palm removal will be made on a unit cost basis for the size of the tree in accordance with the specifications. No additional cost will be made without prior written approval from the City.
- 9-4.6** DAY RATE (Bid Item 6A). Payment for Day Rate will be made on a unit cost basis for the full day or percentage of the day worked.
- 9-4.7** EMERGENCY SERVICE (Bid Item 7A to 7D) Payment for Emergency Service will be made on an hourly unit cost for each line item involved is the service.
- 9-4.8** TREE INVENTORY (Bid Item 8) Payment for the Tree Inventory will be made on a unit cost per tree

SECTION 10 **TECHNICAL SPECIFICATIONS**

10 GENERAL

All public trees in the City's right-of-ways and in the Parklands are included in this contract. Location of the trees may be curb side, within a public pathway or in the public open space called Parklands. Some trees will have limited access for equipment and clean up. The City limits how much trimming is performed in the Parklands or on trees more than 50 feet from a property line but reserves the right to require maintenance of any public tree at the agreed on unit price. All trimming performed in Parkland, right-of-ways, or in City parks will be invoiced at the unit price or day rate unless prior written approval has been given and a cost established. Day rate work is reserved for situations where the work does not fit into the unit price criteria like clearing parklands of shrubs and debris, trimming hedges, major re-structuring of trees that exceeds the requirement of a 'Full Trim' or unique work that is identified by the city that is difficult to quantify and is more efficiently performed by a tree service crew.

10-1 PROTECTION OF WORK.

The Contractor shall continuously maintain adequate protection of all work from damage, and the City will not be held responsible for the lack of care or protection of any material, equipment, or work, unless expressly provided for in the contract documents.

10-2 SAFETY STANDARDS

Tree maintenance shall only be performed by qualified tree workers, who through related training, or on the job experience, or both, are familiar with the guidelines and hazards of arboriculture, and the equipment used in such operations. Safety standards will be followed according to guidelines listed in the American National Standards Institute publication Z133.1 2012 Safety Standards. Operations shall comply with applicable Occupational Safety and Health Administration (OSHA) standards as well as state and local regulations. Prior to the beginning of contracted operations, the Contractor will furnish the City Forester a current list indicating the equipment to be used for the project. All equipment shall be in a safe and working condition. Contractor shall have current OSHA Aerial Tower inspection certificates provided for all aerial equipment to be used on the job. All Certificates must be submitted with the bid. Current SB 198 Safety and Procedure manuals must be present at all times in contractor's vehicles during the course of the contract. Copies of manuals shall be presented to the City at the pre-job meeting. Appropriate aerial equipment that allows access to tree canopies in excess of 100-feet shall be part of this contract.

10-3 PRUNING STANDARDS

Pruning standards will be followed according to the guidelines listed in the American National Standard Institute publication ANSI-A300 (Part 1) 2008, the International Society of Arboriculture publication Tree-Pruning Guidelines 1995 and the American National Standards for Tree Care Operations-Tree, Shrub and Other Woody Plant Material-Standard Practices produced by the National Arborist Association. Pruning tools use in making pruning cuts shall be kept adequately sharpened to result in final cuts with a smooth surface and firmly attached remaining adjacent bark. A thinning cut should be the preferred type of cut to make. Heading cuts should rarely be used on mature trees. Tree branches should be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. When necessary, ropes or other equipment should be used to lower large branches or portions of branches to the ground. All pruning of trees shall include whatever hazard reduction or maintenance pruning is required and is included in the 'Full Trim' unit price. 'Full Trims' shall include all crown cleaning, crown thinning, crown raising, crown reduction, traffic pruning, and crown restoration that may be necessary for the individual safety and health conditions of each tree

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

All active bird nests shall be protected and not otherwise harmed. All nests will be considered active until confirmed otherwise. During bird nesting season, tree trimming will require inspection to identify nests and confirm the presence of migratory birds and nesting activities. Trees with any indication of bird nesting shall be re-scheduled unless a hazardous condition exists.

10-4 COMPUTER DOCUMENTATION OF WORK COMPLETED AND GENERATION OF WORK ORDERS

A Tree Inventory is anticipated to be performed during the contract period. If a Tree Inventory is completed by the City, it shall be the Contractor's responsibility to document all tree maintenance work completed on a regular basis if Additive # 2 (8) is approved and City requests contractor to provide said service. The contractor must update maintenance records at least weekly on a computer based system to be approved and/or provided by the City. Additive # 2 (8) is for the ongoing and regular computer documentation input only and shall be provided according to the bid schedule.

10-5 NOTIFICATION AND TRAFFIC CONTROL

It is the responsibility of the Contractor to confirm the need for notification before any work is performed with the City Engineer or his representative. When notification is required, the Contractor shall notify in writing residents of property adjoining the location of the work at least forty-eight hours before the start of work in that Parkland area or on the adjacent street. The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before using the parking lane for tree trimming purposes. In the case of work requiring the removal of tree(s) which may interfere with the use by the residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of work may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

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

10-6 TRAFFIC CONTROL

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

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

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

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

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle

Code and the current State of California Department of Transportation "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways."

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

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

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

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

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

Under no circumstances are trucks or other high-profile vehicles allowed to drive under the archway on Via Chico in Malaga Cove Plaza. Such vehicles must take Via Corta to travel between Palos Verdes Drive West and Via Del Monte/Via Campesina.

10-7 WORK SCHEDULE

A preliminary project work schedule for each fiscal year will be developed, to the satisfaction of the City Engineer and Contractor, and implemented through monthly work orders from the maintenance superintendent. Work orders shall consist of Unit price and Day Rate trimming and removals as determined by the City. This schedule will be modified, as necessary during the course of the contract, based on the City's trimming needs.

10-8 SITE CLEANUP

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

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

10-9 DISPOSAL OF GREEN WASTE

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

10-10 CLIMBING TECHNIQUES

Climbing and pruning practices should not result in injure to the trees. Injury from the pruning cut shall be minimized by use of the proper method, location and angle of the pruning cut.

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

10-11 CERTIFIED ARBORIST

The Contractor shall ensure that a certified arborist, as accredited by the International Society of Arboriculture oversees the tree work according to these specifications. This Certified Arborist will also be required to communicate and/or provide reports to the City for trees that are identified as hazardous by the City Forester or the trimming crew with recommendations for corrective actions. Tree removals shall be approved by the City Forester or his representative of the city prior to removal unless the delay would put the public at risk. Picture documentation of this type of situation is required to be submitted to the city.

10-12 COMPETING PLANT MATERIAL

Competing plant material or plant material clinging or attached to the tree trunk or branches in the canopy such as ivy, volunteer trees or woody shrubs shall be removed to provide an eighteen (18) inch clear area around the trunk and buttress. The Contractor is responsible to minimize harm to the trunk and branches during this operation. All competing plant material shall be removed unless directed otherwise by the City Forester or his representative.

10-13 EMERGENCY WORK

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

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

Upon arriving at any emergency situations, it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public. The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines, the Contractor shall be required to notify the responsible utility company.

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

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

10-14 FULL TREE TRIM SPECIFICATIONS

Full trim includes all hazard reduction and maintenance pruning as is necessary to establish safety, improve health and structure of the tree and is required by the contract pruning standards and as directed by the City Forester. All pruning types listed below are included in the bid price. Trees may require one or a combination of the following types of pruning. The appropriate equipment to include aerial lifts capable of accessing the uppermost canopies in excess of 100 feet is required.

- **Crown Cleaning** - removal of all dead, dying, diseased, broken, crowded, weakly attached, low vigor branches and water sprouts from a tree's crown as is necessary or directed by the City Forester.
- **Crown Thinning** - selective removal of branches to reduce weight on heavy horizontal branches while retaining the tree's natural shape. "Lion-tailing is not allowed. Uniform thinning including the upper most branches is included. Thinning to reduce wind sail in the upper crown is included and is intended to uniformly reduce density by 25%
- **Crown Raising** - removal of low branches to provide clearance for buildings, vehicles, pedestrians and signage, as necessary or as directed by the City Forester. Raising canopies is intended to provide 14 feet clearance over the street and is intended to balance the tree's canopy uniformly unless a request to retain low branches is directed and results in no safety issue. The purpose of these specifications are for safety but are intended to preserve the beauty, structural integrity, and functional value of the trees recognizing that trees are individuals with different form and structure that may not always fit the guidelines.
- **Crown Reduction** - thinning cuts to reduce the size of the crown when a tree is too large for the location and can include removal of large limbs or leaders and is commonly referred to as drop- crotch pruning, as necessary or as directed by the City Forester. Branches extending over driveways and roofs or excessively encroaching into private property may be required to be reduced or removed.
- **Crown Restoration** - pruning of damaged or unbalanced trees to select and reduce the number of water sprouts for the purpose of improving the safety and appearance of the tree, as necessary or as directed by the City Forester.

10-15 CANOPY RAISING SPECIFICATIONS

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

- **Crown Raising** requires removal of low branches to provide clearance for buildings, vehicles, pedestrians and signage, as necessary or as directed by the City Forester. Raising canopies is intended to provide 14 feet clearance and is intended to balance the tree's canopy uniformly unless a request to retain low branches is directed and results in no safety issues.

10-16 PALM TRIMMING SPECIFICATIONS

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

- Remove all dead fronds the entire length of the trunk including removal of the petiole and sheath. Trim as close to the trunk as possible without damage to the live trunk tissue.
- Remove all seed stalks and fruit as close to the base or point of origin as possible.
- Remove fronds that are deteriorating and yellow only within the established trimming zone.
- Yellow or deteriorating fronds within the remaining canopy are not to be removed unless directed to be removed by the City Forester.
- Angle of the remaining fronds shall be 45 degrees, preferably more, unless directed by the City Forester.
- Palm peeling is included and shall be performed without damage to the living trunk tissue. (included but not limited to: Queen, King, Guadalupe, Kentia, Mexican Hesper, Foxtail, Majesty)
- Palm fronds that are not peeled or skinned normally shall be cut with a clean and blunt cut as close to the trunk as possible without cutting the attached circular fibers. The finished cut can be flat or arrow shaped but not diagonal. (included but not limited to: Windmill, Mediterranean Fan, Mexican Fan, California Fan, Senegal Date,)
- Petioles/sheaths on palms that normally are retained and trimmed to shape are required to be retained and shaped in a consistent manner or as directed by the City Forester. (included but not limited to: Pindo, Date)
- Palms, in some cases, will be trimmed to match an existing trimming style that retains a portion of the petiole and sheath.
- All weeds or unwanted plants growing on the trunk of a palm shall be removed.
- Palm seedlings within a 3-foot radius at the time of trimming shall be removed unless directed to protect
- Palms that have damage, spike marks, decay and/or deterioration shall be reported to the City Forester immediately.

10-17 CANARY ISLAND PALM TRIMMING SPECIFICATIONS

Canary Island palm trimming includes all trimming necessary to provide pedestrian and vehicle safety. To keep palms as healthy as possible, only dead or old yellowing deteriorating fronds are removed. Canary Island palms and palms in the Phoenix genus can be infected and appear healthy or without symptoms of the disease. It is therefore important to manage the trimming of Canary Island palms through prevention. All palms are to be protected from infection which is most likely transmitted during the pruning process. Safety, appearance and symmetry of the palm may require increased amounts of trimming as the City Forester may direct. Normal trim shall retain the last row of green fronds that are at or below the 90 degree horizontal plane. As with all trees that are not being removed, climbing gaffs or spurs are not allowed.

- All palms showing deterioration and/or symptoms of Fusarium Wilt shall be the last trees trimmed on a street or geographical area before relocating to another location or street.
- Remove all dead fronds the entire length of the trunk including removal of the petiole and sheath. Trim as close to the trunk as possible without damage to the live trunk tissue.
- Remove all seed stalks and fruit as close to the base or point of origin as possible.
- Remove fronds that are deteriorating and yellow only within the established trimming zone.
- Yellow or deteriorating fronds within the remaining canopy are not to be removed unless directed to be removed by the City Forester.
- The area below the last trimmed fronds shall be shaped to a symmetrical appearance commonly called the 'Pineapple'. The 'Pineapple' is intended to be 4 feet long and uniformly shaped to match adjacent palms and shall not exceed 5 feet in length.
- The use of chainsaws is not permitted.
- A new handsaw or a clean, disinfected pruning tool shall be used for each individual palm.

- Handsaws and all pruning tools shall be cleaned by vigorous brushing to remove all wood dust, tree sap and other particles before placing the saw into the disinfecting solution.
- The handsaw to be used shall be rinsed with clean water before beginning pruning on each individual palm.
- Multiple handsaws shall be rotated to allow each saw to soak in the disinfecting solution for a minimum of 10 minutes.
- The disinfecting solution shall be replaced every 2 hours or after every 10 trees, whichever comes first
- Handsaws shall be disinfected before every palm is trimmed in a solution of 25% bleach (Chlorox) to 75% parts of water (1 part bleach + 3 parts clean water).
- All other disinfecting agents (Pine Oil Cleaner-Pine Sol, Rubbing alcohol-70% isopropyl) shall be approved by the City Forester prior to use.
- Trimming shall not be performed on wet or excessively windy days
- Palm roots at the base of the palm and all above ground pneumatophores shall be protected from harm, damage and wounding during the pruning process.

10-18 TREE REMOVALS

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

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

10-19 CANARY ISLAND PALM REMOVALS

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

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

landfill. No grindings or mulch from the removal can be used in a re-cycle program or dumped for mulch within the City boundaries.

- Stump removal is included in the unit price

10-20 BRUSH REMOVAL AND CHIPPING

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

10-21 STUMP GRINDING

Stump removal when a tree is being removed is included. Stumps that exist and are not part of a present removal are an extra charge and priced by the diameter of the tree stump removed.

- Tree stumps shall be ground completely to 18-inches below soil surface unless utilities or the site conditions prevent this depth.
- All surface roots within an 8 foot square circumference of the stump shall be removed by grinding unless the site conditions prevent this or excessive damage that is unacceptable will occur.
- All excavations as a result of this process shall be backfilled to establish a level grade with the surrounding soil, compacted and fine graded.
- Tree stumps in a parkland area can be filled with the grindings and spread on site unless a safety issue prohibits this.
- All grinding of stumps resulting from tree removals shall be completed within 48-hours. Failure to remove a stump within this period of time may result in a \$100 fine per incident. Unless stump grinding follows immediately, the stump will be left in a safe condition with appropriate cones, barricades and caution tape.
- It is the contractor's responsibility to contact Dig Alert to confirm the location of any utilities in the immediate area around the tree.
- The contractor is responsible to repair any damage resulting from the stump grinding unless prior written approval is received to damage the surrounding area due to the process of grinding.

10-22 DAY RATE SPECIFICATIONS

Work for special and difficult to define jobs is the purpose of the Day Rate. Labor and equipment to perform parkland clean-ups, clear a path, trim a hedge or prepare for a new landscape are examples of the types of jobs the Day Rate is used for. The City's assigned foreman, 2 trimmers, 2 grounds men and a chipper truck driver/operator is required. The appropriate size bucket truck and operator/trimmer for the work to be done is required. (6 men and all necessary equipment is included in the Day Rate).

10-23 BIRD NESTS

All tree trimming and removals will be Bird-Friendly. All applicable laws and policies shall be followed. California State Codes 3503, 3503.5 and Title 14, Chapter 1, Section 251.1 apply. The Federal Migratory Bird Treaty Act, 703 also applies. A booklet from the Los Angeles Audubon Society is included as Exhibit B.

10-24 PERSONNEL

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

BID SCHEDULEName of Bidder Travers Tree Service Inc.

The undersigned, having examined the proposed Contract Documents and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

QUANTITIES ARE FOR ONE FISCAL YEAR – TOTAL CONTRACT WILL BE DOUBLE WHAT IS SHOWN BELOW

ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
1 FULL TRIM				
1A	Very Large: 36" Diameter & up	250 Ea.	\$195.00	\$48,750.00
1B	Large: 24" to 36" Diameter	600 Ea.	\$125.00	\$75,000.00
1C	Medium: 12" to 24" Diameter	400 Ea.	\$85.00	\$34,000.00
1D	Small: 12" Diameter or Less	400 Ea.	\$36.00	\$14,400.00
2 RAISING				
2A	Very Large: 36" Diameter & up	20 Ea.	\$32.00	\$640.00
2B	Large: 24" to 36" Diameter	100 Ea.	\$32.00	\$3,200.00
2C	Medium: 12" to 24" Diameter	50 Ea.	\$30.00	\$1,500.00
2D	Small: 12" Diameter or Less	50 Ea.	\$28.00	\$1,400.00
3 FULL TREE REMOVAL				
3A	Very Large: 36" Diameter & up	25 Ea.	\$795.00	\$19,875.00
3B	Large: 24" to 36" Diameter	60 Ea.	\$400.00	\$24,000.00
3C	Medium: 12" to 24" Diameter	50 Ea.	\$295.00	\$14,750.00
3D	Small: 12" Diameter or Less	100 Ea.	\$60.00	\$6,000.00
4 PALM TRIM				
4A	Canary Island Date	250 Ea.	\$105.00	\$26,250.00
4B	Guadalupe	125 Ea.	\$35.00	\$4,375.00
4C	Mexican Fan-California Fan-Queen	100 Ea.	\$45.00	\$4,500.00
4D	Kentia-King-Windmill	25	\$35.00	\$875.00
5 PALM REMOVAL				
5A	Phoenix canarensis	5 Ea.	\$700.00	\$3,500.00

ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
5B	Guadalupe	5 Ea.	\$175.00	\$875.00
5C	Mexican Fan-California Fan-Queen	5 Ea.	\$345.00	\$1,725.00
5D	Kentia-King-Windmill	5 Ea.	\$140.00	\$700.00
6 DAY RATE				
6A	Miscellaneous tree work/clean ups	30 Days	\$2,250.00	\$67,500.00
TOTAL BASE BID FOR ONE YEAR (In Figures)				\$353,815.00
TOTAL BASE BID FOR ONE YEAR (In Words) Three hundred fifty three thousand eight hundred fifteen dollars				

ADDITIVE BID ITEM # 1

ITEM NO.	DESCRIPTION	HOURLY RATE
7 EMERGENCY CLEAN-UP AND TRIMMING WORK		
7A	Foreman	\$75.00
7B	Tree Trimmer	\$70.00
7C	Ground person	\$65.00
7D	Chipper Truck Driver w/Operator and Chipper	\$60.00

ADDITIVE BID ITEM # 2

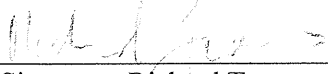
ITEM NO.	DESCRIPTION	COST PER TREE
8	Computer documentation of maintenance work	\$1.50

NOTES:


1. The City will award the Contract based on the lowest responsible bidder. The City shall have the right to accept or reject alternates in any order or combination, unless otherwise specifically provided in these Specifications, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
2. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor.
3. The bid prices shall reflect the conditions required by all sections of the project specifications, shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 45 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the

Contractor and attached herewith.

5. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.

Respectfully submitted:	904 Silver Spur Road #434
	Rolling Hills Estates, CA 90274
Signature: Richard Travers	Address
President	July 6, 2015
Title	Date
438273	3/31/2017
Contractor's License Number	Date of Expiration

(Seal – if Bid is by a Corporation)


Attest (Signature) DONALD Brenzen Vice President

10% of bid amount
Amount of Certified Check or Bid Bond

SureTec Insurance Company
Name of Bonding Company