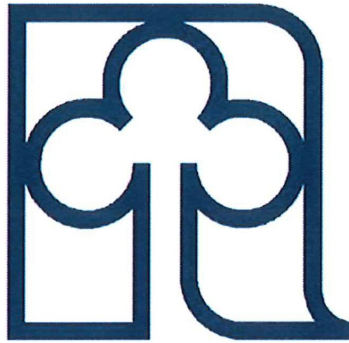


# REQUEST FOR PROPOSALS AND CONTRACT DOCUMENTS FOR

**2024-2025**

**Tree Maintenance Services**

**PUBLIC WORKS DEPARTMENT**



**Proposals due before 2:00 p.m., Friday, May 31, 2024**

**City of Newark**

Department of Public Works  
37101 Newark Boulevard  
Newark, CA 94560

**Point of Contact:**

Dan Cianciarulo  
Senior Landscape Inspector  
(510) 578-4806  
[danc@newark.org](mailto:danc@newark.org)

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## **REQUEST FOR PROPOSALS TREE MAINTENANCE SERVICES**

The City Council of the City of Newark invites sealed proposals for Tree Maintenance Services, City of Newark, Alameda County, California. Sealed proposals must be delivered to the Newark Service Center of the City of Newark at 37440 Filbert Street, Newark, California, First Floor, before 2:00 p.m. on Friday, May 31, 2024.

The scope of services is generally described as follows:

The work is generally described as providing all labor, equipment, and listed materials for tree maintenance services in accordance with the contract documents.

The Request for Proposals (RFP) for the work may be obtained at the City of Newark Service Center, 37440 Filbert Street, Newark, California. For information regarding obtaining plans and specifications or a list of plan holders, please contact Jennifer Tran at (510) 578-4806 or Tonya Connolly at (510) 578-4802. For all technical questions, please contact Dan Cianciarulo at (510) 578-4806 or [danc@newark.org](mailto:danc@newark.org).

The City of Newark reserves the right to reject any or all proposals and to waive any minor informalities, irregularities, and/or proposal non-responsiveness that does not influence the competitive nature of the proposal.

It is the City's intent to award the contract for this work by July 2024. Work on this project is scheduled to begin July 1, 2024.

Proposals will be evaluated based on a variety of factors, including, but not limited to, estimated cost for services, proposed methodology, quality control program, experience of staff, experience of management team, financial stability of company, quality of referenced work, and quality of equipment, tools, and uniforms. This information will be determined from the submitted proposals and subsequent evaluation and negotiation process. After the process is completed, City Council award, if any, will be based on staff recommendation.

The City of Newark hereby notifies all proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business and women owned business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, including perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics in consideration for an award.

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## TABLE OF CONTENTS

NOTICE TO CONTRACTORS.....	N/A
SECTION 1. SPECIFICATIONS AND PLANS; AWARD OF CONTRACT .....	1
1-1        TERMS AND DEFINITIONS .....	1
1-2        AWARD OF CONTRACT .....	3
1-3        DURATION OF CONTRACT .....	3
1-3        BUSINESS LICENSE .....	4
SECTION 2. PERSONNEL.....	5
2-1.01     PERFORMANCE .....	5
2-1.02     SUPERVISION.....	5
2-1.03     APPEARANCE .....	5
2-1.04     PREVAILING WAGE.....	5
SECTION 3. SCOPE OF WORK .....	7
3-1.01     GENERAL .....	7
3-1.02     EXTRA SERVICES AND TASK ORDER CHANGES .....	7
3-1.03     ARBITRATION.....	7
3-1.04     SOUND CONTROL REQUIRMENT .....	7
3-1.05     PROJECT APPEARANCE.....	8
3-1.06     INSPECTION .....	8
3-1.07     PAYMENTS .....	8
3-1.08     REQUIRED LISTING OF PROPOSED SUBCONTRACTORS .....	9
3-1.09     SUBCONTRACTING AND ASSIGNMENT .....	9
3-1.10     UNDERGROUND SERVICE ALERT .....	9
3-1.11     TERMINATION/REDUCTION.....	10
3-1.12     MATERIALS AND EQUIPMENT .....	10
SECTION 4. GENERAL PROVISIONS.....	11
4-1.01     MONTHLY COMPENSATION .....	11
4-1.02     ANNUAL CITY FURLOUGH PROGRAM .....	11
4-1.03     SCHEDULE .....	11
4-1.04     FAILED SERVICES.....	12
4-1.05     PERFORMANCE PENALTY .....	12
4-1.06     LOCATION OF WORK .....	12
4-1.07     PERFORMANCE DURING INCLEMENT WEATHER.....	13
4-1.08     TRAFFIC CONTROL .....	13
4-1.09     COOPERATION .....	15
4-1.10     OTHER CONTRACTS OR PROJECTS .....	15
4-1.11     INSURANCE.....	15
4-1.12     INSPECTION .....	18
4-1.13     DUST CONTROL .....	18
SECTION 5. SCOPE OF WORK .....	19

5-1.01	TREE PRUNING MINIMUM REQUIRMENTS.....	19
5-1.02	PERFORMANCE CRITERIA.....	19
5-1.03	FINAL CLEANUP.....	28
SECTION 6.	GENERAL PROVISIONS.....	29
6-1	GENERAL .....	29
6-2	INDEMNIFICATION.....	29
SECTION 7.	PROPOSAL REQUIRMENTS .....	30
7-1.01	CONTRACTUAL SERVICE AGREEMENT .....	30
7-1.02	EXAMINATION OF SPECIFICATION, REQUEST FOR PROPOSALS, CONDITIONS, SITE, AND CONTRACT .....	30
7-1.03	PROVISION OF SERVICES ESTIMATE .....	30
7-1.04	PROPOSAL .....	30
7-1.05	INFORMATION.....	31
7-1.06	EVALUATION OF PROPOSALS .....	31
7-1.07	NON-DISCRIMINATION.....	32
7-1.08	PROPOSAL WITHDRAWAL.....	32
7-1.09	RELIEF OF CONTRACTOR .....	33
7-1.10	REJECTION OF PROPOSALS.....	33
7-1.11	ADDENDA .....	33
7-1.12	SUBMITTAL OF PROPOSALS .....	33
CITY OF NEWARK	NON-WORKDAY CALENDAR.....	34
TRUCK ROUTES.....		35
TREE PRUNING AREAS.....		36
PROJECT LOCATION MAP.....		37
BIENNIAL ELM PRUNING LISTS .....		38
STREET TREE PRUNING GUIDELINES.....		42
STREET TREE PLANTING CRITERIA.....		43
TREE PLANTING DETAIL .....		45
VISIBILTY ORDINANCE REQUIREMENTS.....		46
SCOPE OF SERVICES .....		49
UNIT PRICE SCHEDULE .....		51
PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE.....		53
LIST OF SUBCONTRACTORS .....		54

CERTIFICATIONS AND SIGNATURES.....	55
CERTIFICATIONS - GENERAL .....	55
MINOR INFORMALITIES.....	55
PROPOSAL FORM.....	55
PROPOSER'S (BIDDER'S) GUARANTEE.....	55
ADDENDA .....	55
ADDITIONAL FORMS REQUIRED .....	56
NONCOLLUSION DECLARATION .....	56
DEBARMENT AND SUSPENSION CERTIFICATE .....	57
LICENSE INFORMATION .....	57
SIGNATURE BLOCK.....	58
BIDDER'S BOND.....	59
CONTRACTUAL SERVICES AGREEMENT.....	62

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# SECTION 1. SPECIFICATIONS AND PLANS; AWARD OF CONTRACT

## 1-1 TERMS AND DEFINITIONS

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, and satisfactory or words of like import refer to actions, expressions and prerogatives of the Engineer.

1. Acceptance - The formal written acceptance by the City of Newark of an entire contract that has been completed in all respects in accordance with the contract documents and any modifications thereof previously approved.
2. Addenda – Written or graphic instruments issued prior to the proposal, which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
3. Bidder (Proposer) - Any properly licensed and qualified, individual, firm, partnership, corporation, joint venture or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
4. City - The word “City” as used herein means the City of Newark, Alameda County, California.
5. City Council - “City Council” means the City Council of the City of Newark, Alameda County, California.
6. Contractor - The person or persons, co-partnership or corporations, who have entered into an agreement with the City of Newark as a party or parties of the second part or his/her or their legal representatives.
7. Contract - The written Contractual Services Agreement covering the performance of the work as more fully described in, but not limited to, the Request for Proposals’ scope of work, specifications, Standard Specifications, contract bonds, proposal forms, and addenda.
8. Contract Evaluation Panel - The City of Newark staff members, or other designees appointed by the Engineer to evaluate the Request for Proposals submitted by a properly licensed and qualified entity.
9. Contract Documents - The written agreement covering the performance of the work and furnishing of labor, materials, and contractor’s plant and equipment in the performance of the work, also referred to herein as the contract. The contract documents include, but are not limited to: the accepted standard Request for Proposals and Proposal Schedule, including but not limited to; general provisions, technical provisions, special provisions, standard plans, reference specifications, permits from other agencies as may be required by law, contact change orders, and other written supplemental agreements.

10. Department of Transportation, Department – Public Works Department, City of Newark.
11. Director of Transportation - Public Works Director.
12. Engineer - The City Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
13. Office of Administrative Hearings - The City Council of the City of Newark, Alameda County, California.
14. Owner - The City of Newark acting through its appointed and duly authorized officials.
15. Proposer - Any properly licensed and qualified, individual, firm, partnership, corporation, joint venture or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
16. Quality Control - A plan initiated by the Contractor to ensure that the service is delivered satisfactorily and an acceptable level of performance is maintained.
17. State - The City of Newark.
18. State Highway Engineer - City Engineer of the City of Newark, Alameda County, California.
19. Standard Specifications - The May 2006 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State Agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.
20. Superintendent - The Maintenance Superintendent or Supervisor designated by the Engineer to have control over the work acting either directly or through duly authorized representatives, such agents acting within the scope of the particular duties delegated to them.
21. Subcontractor - Any person undertaking part of the work of a contract under the control of a principal contractor.
22. Transportation Building Sacramento - City Administration Building, City of Newark, Alameda County, California.
23. Working Day - Any day, other than a legal holiday as recognized by the City, Saturday or Sunday, or a closed Friday or Furlough Day (see calendar) on which the Contractor may proceed with regular work as determined by the Engineer, toward the fulfillment of the Contract, unless the work is delayed by inclement weather.

## 1-2 AWARD OF CONTRACT

The City reserves the right to reject any and all proposals and to waive any minor informalities, irregularities and/or non-responsiveness that do not influence the competitive nature of the proposal.

The award of the contract, if it were awarded, will be to the **most qualified Contractor**, whose proposals comply with the requirements prescribed herein. Award may not be made solely on the basis of lowest price. Consideration will be given, but not limited to, the Contractor's past work performance, references from other employers similar to the City of Newark, a possible interview to ascertain the ability to meet the service criteria specified, ability to obtain insurance and bonding coverage, possession of and ability to retain qualified personnel, possession of licenses and certifications, possession of equipment, and tools necessary to complete the work specified and compliance with equal opportunity employment standards. Such award, if made, will be made within sixty calendar days after the closing date and time set for receiving Proposals.

All Proposals will be compared on the basis of the services proposed as detailed in each Contractor's Proposal and the services required in the contract documents. The Contractor agrees to accept award based upon the Proposal submitted and to enter into an agreement with the City of Newark, if award of the contract is offered to the Contractor.

## 1-3 DURATION OF CONTRACT

The Contractor shall begin work within 5 calendar days after the date of the Notice to Proceed.

The duration of this contract shall be from the date work begins through completion of work, but not longer than June 30, 2025. If both the City and the Contractor agree, this contract is renewable for four additional one (1) year periods. To be eligible for renewal, the Contractor must fully comply with all the contract requirements.

Renewal contract prices for each annual renewal may be increased by a percentage equivalent to the San Francisco-Oakland-San Jose All Urban, All Terms Consumer Price Index as listed on Bureau of Labor web page (<http://data.bls.gov/cgi-bin/surveymost>) for the most recent twelve (12) month period available at the time the renewal is being prepared. Each year's contract will be accepted annually and a Notice of Completion issued. The renewed contract is considered a new and separate contract, which will be executed by both parties prior to the start of work. The Public Works Director will be authorized to execute a renewed contract on behalf of the City. Prior to City execution, a renewed contract requires new bonds, per the Bonds and License Section of these Specifications.

#### **1-4 BUSINESS LICENSE**

The Contractor and any subcontractors shall submit a copy of a receipt or other evidence showing payment of the current City of Newark business license fee.

## **SECTION 2. PERSONNEL**

### **2-1.01 PERFORMANCE**

The City of Newark shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractor assigned to the work by the Contractor. If the City of Newark reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City of Newark in a timely manner and at no additional cost to the City of Newark. The day-to-day supervision and control of the Contractor's employees and subcontractors are the responsibility solely of the Contractor.

### **2-1.02 SUPERVISION**

Work performed by laborers and equipment operators shall be directly employed and supervised by the Contractor. The Contractor's lead field person on site must be able to understand, write, and converse easily in both the English language and the prevalent language of the work crew. The Contractor's lead field person shall be a Certified Arborist with the International Society of Arboriculture. The Contractor's lead field person shall have these Specifications on site at all times.

### **2-1.03 APPEARANCE**

All employees of the Contractor assigned to work in any area covered by this agreement shall maintain a clean and neat appearance. The Contractor and his employees shall at all times be courteous and considerate towards the public in the course of their work. The City reserves the right to reject any and/or all contracted employees that are in violation to the requirements as described herein. If any contracted employees are rejected, the Contractor shall remove the undesirable employee and substitute with the appropriate personnel. The Engineer's determination of a violation and rejection of a contracted employee will be considered as final.

Full compensation for APPEARANCE will be considered as included in the contract unit price and no additional payment will be made therefore. The Contractor's attention is directed to the Contract section entitled Failed Services as cited herein for the consequences of not providing Appearance to the quality specified herein.

### **2-1.04 PREVAILING WAGE**

Attention is directed to Section 7-1.01A (2), "Prevailing Wage," of the Standard Specifications. The wage rates are determined and published by the Director of Industrial Relations. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the

published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates occurring during the life of this contract, such successive predetermined wage rates shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rates shall apply to the balance of the contract.

The Contractor shall be required to pay the general prevailing rates of wages to all prime and subcontractors, including all trucking that transports any bulk material such as topsoil, trees, root barrier, drainage material, imported fill and any other type of manufactured or fabricated bulk materials that is imported and/or exported to and from the job site.

As of July 1, 2014, all contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015. The contractor will be required to submit certified payrolls during the course of the project. This project is subject to compliance enforcement and monitoring by the State of California Department of Industrial Relations.

## **SECTION 3. SCOPE OF WORK**

### **3-1.01 GENERAL**

The services to be done consists of furnishing all labor, tools, equipment, plant material and other materials necessary to provide tree maintenance services throughout the City of Newark in accordance with the conditions and requirements as described herein, the Standard Specifications and drawings forming parts thereof.

### **3-1.02 EXTRA SERVICES AND TASK ORDER CHANGES**

Section 4-1.03D, "Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

If, in the opinion of the Engineer, such work cannot be reasonably performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

The Engineer is authorized to execute Task Order Changes on behalf of the City without further review or concurrence from the City Council.

### **3-1.03 ARBITRATION**

Section 9-1.10, "Arbitration," of the Standard Specifications is hereby amended by requiring that claims which aggregate in excess of \$25,000.00 shall be resolved by litigation in a court of competent jurisdiction in lieu of arbitration subject to the provisions of Section 20104 of the Public Contract Code. Arbitration in such cases may be used only if the City and the Contractor agree, in writing, after the claim has arisen, to waive the requirement for litigation in lieu of arbitration.

### **3-1.04 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and as described herein.

The noise level from the Contractor's operations, between the hours of 8:00 a.m. and 3:30 p.m., shall not exceed 70 dBA at a distance of 50'. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. The Contractor shall limit the hours of operations of leaf blowers and other fossil fuel powered equipment in all areas abutting residential properties between 8:00 a.m. and 3:30 p.m.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, tractors, saws, power pruning equipment, blowers, and

chippers that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

### **3-1.05 PROJECT APPEARANCE**

The Contractor shall maintain a neat appearance to the work. The Contractor shall maintain the work site in as clean and free of debris as feasible. The Contractor shall keep roads free from dirt, debris, and unnecessary obstructions resulting from its operations.

### **3-1.06 INSPECTION**

The Contractor shall make arrangements with the Engineer regarding inspection for any legal holiday and Closed Friday observed by the City, on which he/she requests approval from the City to work. The cost of such inspection shall be borne by the Contractor and shall be paid in advance. See the City of Newark Non Workday Calendar included in these specifications for the dates of Closed Fridays and holidays.

The Contractor will not be paid for working on a non-working day that the Contractor has not received prior written approval to work.

The Contractor shall make arrangements to meet with the Maintenance Superintendent or designee, on the first working day of every week, to inspect the trees to be pruned that week as a part of this Contract. The City and the Contractor will meet at the end of each week to inspect all of the pruned trees and if necessary, develop a list of work tasks that must be completed by the Contractor prior to the following week's inspection. The Engineer and the Contractor shall agree on the work to be invoiced and payment for the work will be made as described in section 3-1.07 Payments.

### **3-1.07 PAYMENTS**

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these Specifications.

A copy of all certified payrolls shall be submitted to the City along with the Contractor's request for monthly progress payments. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate 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 name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his 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 CALTRANS Form HC-347 or on such applicable forms as may be approved by the City. The Contractor shall be



responsible for the submission of copies of certified payrolls of all subcontractors.

City street trees shall be on a separate invoice from city park and government building trees. All emergency work for branch removal and/or tree removal shall be on a separate invoice.

Monthly progress payments representing 95% of the contract price for the work completed will be made upon acceptance of the work by the City. The 5% retention will be paid after 35 days have elapsed after the Notice of Completion has been recorded.

### **3-1.08 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**

Each proposal shall have listed therein the name and address of each subcontractor of whom the Proposer proposes to subcontract portions of the work in the amount of one-half of one percent of his/her proposal or \$10,000 whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Proposer's attention is invited to other provisions of said Act related to the impositions of penalties for a failure to observe its provisions by using unauthorized substitutions or by making unauthorized substitutions.

A form for listing subcontractors entitled "List of Subcontractors", as required herein, is included in the Proposal and shall be completed pursuant to the instructions thereon. The Proposer's attention is also directed to Section 8-1.01 "Subcontracting" of the Standard Specifications regarding minimum performance of work by the Proposer's own forces.

### **3-1.09 SUBCONTRACTING AND ASSIGNMENT**

Attention is directed to the provisions in Section 8-1.01, Subcontracting, of the Standard Specifications. The Contractor shall perform with his/her own organization contract work amounting to not less than 50% of the original contract price.

### **3-1.10 UNDERGROUND SERVICE ALERT**

Prior to initiating stump grinding work and/or tree planting on this project the Contractor shall contact USA North (Underground Service Alert for Northern California and Nevada) at (800) 227-2600 and obtain an Inquiry Identification Number. The Contractor shall contact USA North as necessary throughout the project to mark locations of existing underground facilities prior to working in such areas. Nothing herein relieves the Contractor of any obligations required elsewhere in these Specifications.

### **3-1.11 TERMINATION/REDUCTION**

#### **Termination**

By reason of Contractor's default; if at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, adequate equipment, or has failed in any respect to execute the work with the diligence, force and quality specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him/her. Should the Contractor neglect or refuse to provide means for satisfactory compliance as directed within the time specified, the City shall have the power to terminate the Contractor's control and negotiate with the surety for satisfactory performance of the work.

By reasons of acts beyond the control of the City: this contract may be terminated by the City, without liability for damages, whenever the City is prevented by operations of the law, an act of God, budgetary contractions, or by the official action of the public, federal or state authorities from complying with the provisions of this contract.

#### **Reductions**

This contract may be reduced in scope and quantity by the City without liability for damages, in the event funding reductions are enacted by law, by actions of the public, budgetary contractions or by federal, state or local authorities. At such time that a reduction occurs, the scope of work in the areas under contract will be revised and reduced commensurate with the funding. Adjustment of the contract specifications and corresponding contract prices will be negotiated in accordance with available funding.

### **3-1.12 MATERIALS AND EQUIPMENT**

All planting materials provided by the Contractor on the project shall be inspected and approved by the Maintenance Supervisor or an appointed delegate. Trees may be delivered to the Newark Service Center 37440 Filbert Street, Newark CA. Trees delivered to the Newark Service Center will be the responsibility of the Contractor until planted. The Contractor is required to water all trees at the time of planting, after which they will be maintained by the City of Newark.

The Contractor shall furnish all of the parts, materials, equipment and tools required to perform the work described herein. All equipment shall be kept in good repair and conform to all State and local laws. Required equipment shall include, but not be limited to the following:

1. Tree installation, pruning and removal equipment (saws, ladders, high lift, chipper)
2. Dump truck/loader for disposal/hauling
3. Transportation for crews and equipment
4. Workers personal protective equipment
5. Hand tools/brooms/rakes/shovels etc.
6. Arrow board, traffic warning signs, and cones

No equipment may be stored on city property or within any of the areas covered under this work.

## **SECTION 4. GENERAL PROVISIONS**

### **4-1.01 MONTHLY COMPENSATION**

Monthly payments less 5% retention for furnishing all labor, tools, and equipment, for the maintenance of the city street trees identified in the agreement between the City of Newark and the Contractor shall be paid by monthly invoice at the agreed upon unit price for each tree upon submittal and approval by the Engineer. Costs for extra work will be paid as described herein, "Extra Services and Contract Change Orders".

Deductions as described herein will be assessed for work not performed in accordance with the approved schedule and section Failed Services and as cited herein. Payment will not be issued unless the City receives weekly work schedules and daily work lists. Work schedules shall be provided to the Engineer before the first day of each work week.

### **4-1.02 ANNUAL CITY FURLOUGH PROGRAM**

The City suspends work (Annual City Furlough Program) during the winter holiday season. The suspension of work runs 4 working days and occurs between December 25 and January 1. The City will notify the Contractor the first week of December of the exact working days to be suspended during the Annual City Furlough Program. If in the future, the City opts to eliminate the Annual City Furlough Program, the suspension of work may not apply as cited herein.

### **4-1.03 SCHEDULE**

During the life of this contract, when the Contractor is given a list of trees to be pruned or removed in various areas throughout the City of Newark, that work shall take priority to block pruning or the listed Elm tree pruning work.

When block pruning, all trees shall be pruned along an entire block, to minimize disruption to a neighborhood.

A work schedule shall be provided to the Engineer before the first day of each work week. Daily work sheets of completed work shall be provided to the Engineer at the end of each work week. The Contractor shall provide a weekly schedule in writing and shall only work on items as shown on that schedule. Any work performed that is not listed on that schedule and not pre-approved by the Engineer will not be compensated for. The weekly work schedule and the weekly completed work lists shall be faxed or delivered to the Newark Service Center 37440 Filbert Street, Newark CA. The Newark Service Center fax number is 510-578-4899. Weekly work schedules may be emailed to the City's Senior Landscape Inspector Dan Cianciarulo at [dan.cianciarulo@newark.org](mailto:dan.cianciarulo@newark.org).

The prime factors in assigning work services shall be the safety of the public, the Contractors work force, and services as cited herein, in that order. The City will review the proposed schedule for approval and/or modifications as necessary to ensure the work is scheduled according to the conditions cited herein. The Contractor shall complete the approved work as scheduled. The Contractor shall submit revised schedules when actual performance differs substantially from the approved weekly schedule. The Contractor shall submit to the Engineer any proposed changes to an approved schedule at least 12 hours prior to the scheduled time for the work. All scheduled services shall be performed between the hours of 8:00 a.m. to 3:30 p.m., unless pre-approved by the Engineer. The Contractor shall not obstruct traffic in a school zone when children are present or on a major arterial as indicated in TRAFFIC CONTROL Lane Closures section of these Specifications.

#### **4-1.04 FAILED SERVICES**

Failure to complete items of services in accordance with the approved schedule, the required frequency of work, or to the standards as required herein will result in the City withholding the monthly payment when the failure occurs. Upon satisfactory completion of the failed services by the Contractor, the monthly payment will be remitted to the Contractor. Continued failure by the Contractor to perform to the standards and time schedules as specified herein shall be cause to terminate the Contractor's control of the contract and to order the surety to complete the maintenance services as described herein.

#### **4-1.05 PERFORMANCE PENALTY**

A minimum \$50 deduction will be imposed on the Contractor's next monthly payment for any work overlooked, any callbacks for poor performance, or any routine work not completed. For each subsequent month that the work is not completed an additional \$200 deduction will be applied. See Performance Criteria for list of City requirements.

#### **4-1.06 LOCATION OF WORK**

The work to be done is located in various locations throughout the City of Newark. The Pine and Elm trees are located primarily in the Lake area and throughout the central section of the City. They will be included in this RFP as a list. The block pruning will be in Area Seven (7) as shown on the map included herein. The City reserves the right to increase or decrease the work quantity as may best fit the needs of the City of Newark.

#### **4-1.07 PERFORMANCE DURING INCLEMENT WEATHER**

During periods when inclement weather hinders normal operations, the Contractor may adjust the work force and schedule subject to approval by the Engineer. The Contractor shall have a work force available for same day response to storm damage.

#### **4-1.08 TRAFFIC CONTROL**

The Contractor shall insure that proper signs shall be furnished, installed, maintained and removed when no longer required in accordance with the most recently approved provisions of the State of California, California Manual on Uniform Traffic Control Devices and Traffic Controls for Construction and Maintenance Work Zones, Section 12 of the Standard Specifications, and these Specifications.

The Contractor shall not work within one half mile of other traffic control.

The Standard Specifications are modified by the deletion of the provisions for sharing the cost of providing flagmen with the City; all costs for providing flagmen shall be borne by the Contractor.

The Contractor shall submit documentation of traffic control training for all personnel on site. The Contractor shall submit standard traffic control plans for Cherry Street, Thornton Avenue and Cedar Boulevard with the proposal submittal. Failure to submit traffic control plans will be cause to reject a proposal.

Prior to initiating work, the Contractor shall install all required traffic control devices. Failure to provide and maintain sufficient traffic control devices as specified herein shall be sufficient cause to temporarily shut down the work on the affected portion of the project. In the event the traffic control as provided by the Contractor does not adequately provide for the public safety in the opinion of the Engineer, then, and in that event, the Engineer shall stop work or take such measures as he/she may deem necessary to provide for the public safety and deduct the cost of such measures from any payments due the Contractor.

All traffic control must be approved by the Engineer.

#### **Barricades and Signing**

The Contractor shall supply, erect and maintain all barriers, advance warning signs, cones and delineators necessary to protect his workers, the work area, pedestrians, city staff, and the motoring public. Sufficient barricades shall be used to completely block the work area.

#### **Minimum Sign Standards**

The Contractor shall follow and abide by the most recently approved "Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, State of California. Contractor printed or stenciled signs shall not be allowed.

#### **Arrow Board Signs**

The Contractor shall provide a Caltrans approved arrow board sign to warn motoring/vehicular traffic of work ahead/lane closures for any work scheduled to occur on medians and for all necessary lane closures, and on arterial streets. The following locations will require an arrow

board: Cedar Boulevard, Central Avenue, Cherry Street, Jarvis Avenue, Mowry Avenue, Stevenson Boulevard, and Thornton Avenue.

### **Maintaining Traffic**

Attention is directed to Section 7-1.08, "Public Convenience", 7-1.09, "Public Safety", 12-3.04, "Portable Delineators", and 12-2.02, "Flagging Costs", of the Standard Specifications and these Specifications.

### **Lane Closures**

Two-way traffic shall be maintained at all times. Any proposed lane closures shall be approved in advance by the Engineer. Lane closures, including placement and removal of all traffic controls, shall be limited to 9 a.m. through 3:30 p.m. on Cedar Boulevard, Central Avenue, Cherry Street, Jarvis Avenue, Mowry Avenue, Stevenson Boulevard, and Thornton Avenue, unless otherwise approved by the Engineer.

The full width of the traveled lane shall be open for public use by public traffic on Saturdays, Sundays, designated legal holidays, after 3:00 p.m. on Fridays, the day preceding designated holidays, and when construction operations are not actively in progress.

The full lane must be closed if any part of the lane is used for work. For example, if crews are blowing leave/debris from a median and making plies in the gutter, the lane must be closed.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by written change order.

### **Pedestrian Access**

Any proposed sidewalk closures shall be approved in advance by the Engineer. Where alternative pedestrian traffic detours do not exist to the satisfaction of the Engineer the Contractor shall maintain a safe route through the construction area at all times. Appropriate signage, flaggers, escorts, etc., shall be provided by the Contractor at the sole expense of the Contractor.

Personal vehicles of the Contractor's employees shall not be parked in the travel lane at any time, including any section closed to public traffic. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the work area clear of parked vehicles.

Full compensation for TRAFFIC CONTROL will be considered as included in the various contract items requiring maintaining traffic and no additional compensation will be made. The Contractor's attention is directed to the section Failed Services as cited herein for the consequences of not performing services for Traffic Control to the quality required herein.

#### **4-1.09 COOPERATION**

Attention is directed to Sections 7-1.14, "Cooperation", and 8-1.10, "Utility and Non-Highway Facilities", of the Standard Specifications and these Specifications.

#### **4-1.10 OTHER CONTRACTS OR PROJECTS**

Contractor must ascertain to his/her own satisfaction the scope of the work and the nature of any other contracts that have been or may be awarded by the City or any other agency with right-of-way rights, in the prosecution of the work to the end that the Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the site of the work. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on any project that encompasses the work. If the performance of any contract for the work is likely to be interfered with by the simultaneous execution of some other contract or contracts, the City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether the work can be coordinated so that the contractors may proceed simultaneously. The City shall not be responsible for any damage suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the work, or causes by any decision or omission of owner respecting the order of precedence in the performance of the contracts awarded for the completion of the work.

As stated under TRAFFIC CONTROL of these specifications, the Contractor shall not set up any traffic control within one half mile of another traffic control set up.

The City reserves the right to work with its own forces or to let other contract work on or contiguous to the work set forth in the Plans and Specifications.

#### **4-1.11 INSURANCE**

In lieu of the insurance required as referred to in Section 7-1.12, "Indemnification and Insurance," the Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The minimum scope of insurance coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance

Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, Code 1 "Any Auto" and endorsement CA 0025.
3. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

The minimum limits of insurance the Contractor shall maintain shall be no less than:

1. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, employees and volunteers are to be covered as "insureds" as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.



- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless otherwise acceptable to the City.

The Contractor shall furnish the City with certificates of insurance and with Original Endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and endorsements to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Contractor shall save, keep and hold harmless the City, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be held liable for any accident, loss or damage to the work prior to its completion and acceptance.

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor

or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall indemnify and save harmless the City against such claim.

It shall be required under the agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

#### **4-1.12 INSPECTION**

The City's non-emergency business operations are closed every other Friday. As a result, Public Works inspection services are not available. The Contractor may request the Landscape Inspector for an inspection on any weekend, legal holiday or closed Friday observed by the City, on which he/she chooses to work. However, the City will not guaranty that inspection services will be available on the contractors requested days. If inspection is not available, then the contractor shall not be allowed to work. The cost of such inspection shall be borne by the Contractor and shall be paid in advance at a rate identified in the city's Master Fee Schedule (currently \$125 per hour, minimum 8-hour day),

Refer to the City of Newark Non-Working Day Calendar included in these specifications for the dates of Closed Fridays and holidays.

#### **4-1.13 DUST CONTROL**

Dust Control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these Specifications.

## **SECTION 5. SCOPE OF WORK**

### **5-1.01 TREE PRUNING MINIMUM REQUIREMENTS**

The Contractor shall, at all times, maintain on the job a representative in charge of the work who is knowledgeable in the field of Arboriculture. The Contractor or his/her agents shall be an International Society of Arboriculture Certified Arborist. A crew leader must be present to supervise the work a minimum of 4 hours per workday. The Contractor, shall at all times, have a crew member fluent in English on the job site, and available to translate when necessary. All tree trimming shall be done by experienced workers, and shall be accomplished in accordance with the American National Standards Institute's A300 (Part 1) Pruning Standard 2008 Edition and the Best Management Practices Tree Pruning 2008, the companion publication to the ANSI A300 Part 1 Standard.

The work shall include tree pruning, removal and plantings throughout the City of Newark as shown on the Location Map as cited in the Exhibits Section of these Specifications, the Elm and Pine Trees Location cited in the Exhibit Section of these Specifications, and in other areas within the City of Newark as assigned by the Engineer.

### **5-1.02 PERFORMANCE CRITERIA**

1. The Contractor shall maintain on the job site all necessary labor, tools and equipment needed to perform the work in a safe and satisfactory manner. This includes a minimum three- person crew, a brush chipper and if necessary, aerial bucket equipment of sufficient size to provide safe and proper access to all trees in the contract. Unless otherwise approved by the Engineer, the Contractor will be subject to a \$500.00 per day reduction in pay for each and every day an aerial bucket is deemed necessary and is not on the job work-site.
2. The Contractor shall maintain the natural characteristics and appearance of each tree. No tree shall be pollarded or headed back. Unless otherwise approved by the Engineer, the Contractor shall not remove limbs larger than 3 inches in diameter as measured at the bark branch collar. Unless otherwise approved by the Engineer, the Contractor will be subject to a \$500.00 reduction in pay for each and every limb removed that is larger than 3 inches by the Contractor.
3. Most interior branches should be retained on a typical tree to preserve biological functions and the trees natural structure. The "gutting-out" of a tree by removing a large number of the inner branches is to be avoided. No tree shall have the limbs stripped to a "lion tail" condition. The Contractor will be subject to a \$500.00 reduction in pay for a tree that has been "lion tailed" by the Contractor.
4. Any branch to be removed shall be removed at its origin or by cutting it back to another lateral. Limbs 1-inch in diameter or larger, shall be removed using three cuts. The first cut

made on the underside of the limb approximately 1-foot from the trunk and by sawing through one-third of the branch. The second cut shall be made on the top of the branch approximately 3 inches in front of the bottom cut, sawing until the branch splits the parallel point of the two cuts. The stub shall be cut flush just outside the branch collar of the trunk to allow the wood to heal. Branch collars shall not be removed from the tree, unless otherwise approved by the Engineer. Cuts shall not be so large that they will prevent normal sap flow.

5. No heading cuts 2” or larger shall be made without prior approval of the City Engineer.
6. All trees shall be trimmed to remove dead wood, hazardous branches, weak, diseased, insect infested, broken, low or crossing limbs, suckers, water shoots and ivy. Branches with an extremely narrow angle of attachment and included bark shall be removed. Any structural weakness or decayed trunk or branches shall be reported to the Engineer prior to pruning.
7. Pruning shall provide for vehicular and pedestrian clearance. The Contractor shall not remove more than 25% of the healthy growth of a tree.
8. Pruning shall provide good visual sight distance as cited in the City of Newark’s visibility Clearance Ordinance for street traffic, where applicable. Pruning shall provide a safe visual distance at intersections, clearance of traffic control signs, streetlights, and street name signs. A copy of the visibility ordinance is attached herein.
9. The Contractor shall cut side branches off 12 inches inside curb line when it has been determined by the Engineer that the complete removal of the side branch is not appropriate due to the size or structure of the tree being pruned. All cut branches 3 ½ inches or larger in diameter shall be lowered by proper ropes to the ground, unless approved previously by the Engineer. Any damage caused by dropped limbs/trunks shall be repaired promptly at the Contractor’s expense and to the satisfaction of the Engineer.
10. No spurs or climbing irons shall be used on any tree without specific permission of the Engineer. No climbing shall be permitted on any tree that is less than 8 inches D.B.H. without specific permission of the Engineer.
11. Trees shall not be pruned or disturbed which have occupied nests of a protected bird species, (i.e., Red Tail Hawks, etc.) until the young have permanently vacated the nest. The Contractor shall carefully examine trees to be pruned for the presence of these nests with young birds prior to beginning work and shall notify the Engineer of any positive finding.
12. The Contractor shall be responsible for the removal/disposal of all pruning chips, logs, trunks and debris, including sawdust. All debris must be separated to be 100% green waste prior to

disposal. All green waste shall be composted and kept out of the landfill per Alameda County Landfill Ban. The City may accept clean chips (debris and leaf free, etc.) to be disposed of at various locations throughout the City upon approval of the Engineer.

13. The Contractor shall not randomly prune trees along a street. Unless otherwise approved by the Engineer, the Contractor shall prune all trees on a street before starting a new street. The City will provide the Contractor with a template for the temporary no parking signs to post on trees for adjacent parked vehicles. The Contractor will be responsible to reproduce signs. The Contractor shall not use metal fasteners to attach the signs to a tree. The Contractor shall return 72 hours after posting a tree, excluding weekends, to prune the tree where the parked vehicle has been safely moved away from the fall zone of the site. If a parked vehicle has not been moved to facilitate the work, the Contractor shall notify the Engineer of the situation. The Engineer will make a determination to skip the tree or implement legal steps to have the parked vehicle removed. The Contractor shall not move parked vehicles or cause a parked vehicle to be towed, moved, etc. without the Engineers approval. If the Contractor prunes a tree and damages an adjacent parked vehicle, the Contractor shall immediately notify the Engineer and with due diligence notify the owner of the damaged vehicle. The Contractor shall be responsible for all costs associated with the damage caused by his/ her employee and subcontractor.
14. Unless otherwise approved by the Engineer, the Contractor shall not close driving lanes or inhibit any portion of a driving lane between the hours of 7:30am through 9:00am, and 2:30pm through 4:00pm on streets near school zones.
15. The Contractor shall not drive any equipment that weighs over three tons on park pathways. No equipment shall be driven on turf or landscaped areas unless specifically approved by the Engineer. If damage occurs to city turf, landscape areas or property the contractor shall be responsible for repair. Equipment or private vehicles not used for the actual pruning operations shall only be driven or parked in City approved parking lots.
16. The contractor shall use plywood to protect turf from damage by out riggers. Any damage done to the turf shall be repaired by the Contractor at the Contractor expense.
17. The City will not pay for any pruning work in those instances where a tree is 50 percent or more dead, structurally unsafe, or poses a situation that merits the removal of a tree without the Engineer's prior approval.

### **Median Tree Pruning**

Median trees in the designated work area shall be pruned in accordance with the Specifications and to provide proper vehicle clearance at the curb on both sides of the tree, both in height of lower branches and extension of branches into the street level. Height clearance at the curb shall be 14 feet from the street level. In those instances where height clearance will cause the tree to be off balance, the Contractor shall cut side branches off 12 inches inside curb line when it has been determined by the Engineer that the complete removal of the side branch is not appropriate due to the size or structure of the tree being pruned. All cut branches 3 ½ inches or larger in diameter shall be lowered by proper ropes to the ground, unless approved previously by the Engineer. Any damage caused by dropped limbs/trunks shall be repaired promptly at the Contractor's expense and to the satisfaction of the Engineer. Any tree that is structured improperly and requires removal after pruning will be removed by the Contractor.

### **Street Tree Pruning**

Street trees in the designated work area shall be pruned in accordance with these Specifications to provide proper vehicle clearance at the curb, both in height of lower branches and extension of side branches into the street. The minimum height clearance of a mature street tree at the edge of travel way shall be 14 feet from the street level. The Contractor shall allow adequate clearance for pedestrians to walk under the tree without concern for personal injury. Final minimum head clearance of a mature street tree for pedestrians shall be 12 feet from ground level and shall be visually balanced to the curb pruning as much as possible. In those instances where height clearance will cause the tree to be off balance, the Contractor shall cut side branches off 12 inches inside curb line when it has been determined by the Engineer that the complete removal of the side branch is not appropriate due to the size or structure of the tree being pruned. Any tree that is structured improperly and requires removal after pruning will be removed and replaced by the Contractor at no additional cost to the City.

### **Park and Government Building Pruning**

Park and government building trees on the designated work list shall be pruned in accordance with these Specifications to provide proper vehicle clearance in parking lots, both in height of lower branches and extension of side branches into the street or walkway. The minimum height clearance of a mature street tree at the edge of travel way shall be 14 feet from the street level. The Contractor shall allow adequate clearance for pedestrians to walk under the tree without concern for personal injury. Final minimum head clearance of a mature tree for pedestrians shall be 12 feet from ground level. Trees near government buildings shall be pruned to clear the roof and wall of any buildings they are adjacent to. All work on park and government building trees shall be submitted on a separate invoice. Any tree that is structured improperly and requires removal after pruning will be removed by the Contractor at no additional cost to the City.

### **Tree and Stump Removal**

Trees and stumps designated by the Engineer or these Specifications to be removed shall be removed in a safe, proper manner adhering to Cal-OSHA regulations and the International Society of Arboriculture minimum guidelines. The Contractor shall be responsible for the preservation of all public and private property.

Prior to initiating any tree removal and stump grinding work the Contractor shall contact Underground Service Alert (800) 642-2444 and obtain an Inquiry Identification Number. The Contractor shall contact Underground Service Alert as necessary throughout the project to mark locations of existing underground facilities prior to working in such areas. Nothing herein relieves the Contractor of any obligations required elsewhere in these Specifications.

The City of Newark will provide a list of undesirable trees of various sizes and additional miscellaneous stumps of various sizes to be removed throughout the City as a part of the project. Written location lists prepared by the Engineer for tree and stump removals will be provided to the Contractor throughout the course of the project. The City of Newark will furnish a minimum of one day's work of removal work per written list. Prior to the start of any work, the "days' worth of work" will be agreed upon by the Engineer and the Contractor. Once the Contractor has been furnished a written list of tree and stump removal locations, the Contractor shall schedule the work to be completed within 10 working days from the date the locations are furnished to the Contractor; the City will deduct \$500 per day from the payment due the Contractor for each and every day work does not occur.

### **Tree Removal**

Tree removal includes flush cutting the tree to the ground, removal and disposal of all branches, wood debris and the removal of the stump. The stump shall be completely removed by the Contractor in accordance with these Specifications before the City will agree to pay for tree removal work. A "Flush Cut" stump shall not be higher than 2 inches from the adjacent grade. Unless otherwise approved by the Engineer, the Contractor shall not "free fall" a tree. "Free Fall" is making a few cuts and/or more than 25% of the tree being dropped onto the adjacent surface at one time. The Contractor shall maintain a safe work zone at all times that will prohibit pedestrians, animals, and vehicles from entering the work zone. The Contractor shall not start any work where the potential exists to damage private property, including vehicles, residential improvements, landscape improvements, etc. Any damage caused by the Contractor shall be repaired to the satisfaction of the property owner/resident and the Engineer at the Contractor's expense.

The Contractor shall remove and dispose of all stumps, wood and debris, including leaves and sawdust that result in the removal work prior to leaving the work site at the end of each day. If the wood and debris generated by the removal work are not removed the same day by the Contractor, the City will deduct \$500 per day from the payment due the Contractor for each and every day the removal and disposal work is not completed in accordance with the Specifications.

All stumps resulting from tree removals shall be removed within 5-working days and in accordance with these Specifications. If the tree removal stumps are not removed within 5- working days, the City will deduct \$500 per day from the payment due the Contractor for each and every day the Stump is not removed.

The Contractor shall be held responsible for any tree removed by the Contractor that was not approved by the Engineer. The City will charge a fee of \$500 for any tree removed by the Contractor's error and the Contractor shall at the Contractor's expense replace the tree with a tree designated by the Engineer.

### **Stump Removal**

Stump removal includes the removal of all exposed surface roots within 24 inches of the stump and to a depth where the stump no longer exists to a maximum of 18 inches below adjacent grade. Any additional surface roots above grade shall be ground to remove any possible trip hazard in the parking strip. After stump removal, the Contractor shall remove all excess grindings (tailing) to 1 inch above adjacent grade to allow for settling. The Contractor shall remove and dispose of all excess tailing and debris that remain prior to leaving the work site at the end of each day. If the excess tailings and debris are not removed the same day, the City will deduct \$500 per day from the payment due the Contractor for each and every day the excess tailings are not removed in accordance with the Specifications.

The City will inspect each stump removal site to insure that a sufficient amount of the stump has been removed to accommodate subsequent tree planting. If additional grinding/removal are necessary beyond the minimum requirements specified herein, the additional grinding/removal will be paid as extra work in accordance with the section Extra Services and Contract Change Orders.

### **Tree Soil Drench**

Tree soil drench treatment work shall be done in accordance with these Specifications. The contractor shall supply the equipment and chemical to treat approximately 100 trees consisting of *Fraxinus oxycarpa* (Raywood Ash), *Fraxinus velutina 'Modesto'* (Modesto Ash) and *Liriodendron tulipifera* (Tulip tree) trees with a Merit 75 WP for the treatment of aphid infestation. Treatment shall be done in a circular pattern to cover the entire root zone where possible. Application of the pesticide shall be in the dormant season giving the pesticide time to translocate throughout the tree for the most effective control. Applications shall be made in accordance with the manufacturer's label and California Department of Pesticides Regulations. Treatment shall be made by a person holding a current qualified applicator license (QAL) or qualified applicator certificate (QAC) in the state of California. Application shall be reported to the Alameda County Department of Agriculture / Weight & Measures. Use report forms shall be provided to the City.



### **Tree Planting**

Tree planting work shall be done in accordance with these Specifications and the attached City Tree Planting Detail SD-201, except that the root barrier shall be Shawtown Root Barrier Panels, EP-1850, or an approved equal. Root barrier shall be placed along the concrete edge. The tree planting work shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and these Specifications. This Section includes ground preparation, installing plant material, furnishing and installing Root Barriers, staking, finish grading, fertilizer tablets and watering. The Contractor shall water each tree at the time of planting.

The Contractor shall supply all of the 15-gallon container, 23-gallon pot or 24-inch box replacement trees for the project. All trees for this project must first be accepted by the Engineer before planting. The trees may be delivered to the Newark Service Center, 37440 Filbert Street, Newark, California. Please call Dan Cianciarulo 510/578-4806 to arrange delivery of the trees and to schedule the Contractor taking possession for maintenance and planting. The Contractor shall be responsible for the care of the trees until they are planted and have had the first watering.

### **Root Barrier**

The Contractor shall furnish and install tree root barriers as specified herein. The root barrier shall be placed a minimum 18 inches from the trunk of the tree. The tree root barriers shall be Shawtown Root Barrier Panels, EP-1850, or an approved equal. The local supplier of Shawtown Root Barrier is Horizon/Automatic Rain, (925) 551-8383. The material shall be a root barrier panel. Panels must have factory installed independent joiner strips. Barriers must be a minimum of .090 inches thick and be made of 50% post-consumer High Impact Polypropylene (HIPP). The material must contain UV inhibitors to insure longevity. Barriers must have ½ inch raised vertical ribs running perpendicular to the panel and be 6 inches on center. The panels shall have a 3/8-inch wide "T" top edge and an external ground anchoring base flange 1/8 inch in width.

The root barrier shall be installed in accordance with manufacturer's construction and installation specifications. The panels shall be connected together. All 15-gallon container size trees located in the public right-of-way (the area between the curb, gutter and sidewalk) shall have a root barrier that is fitted together and run for 4-8 feet on each side of the tree, depending upon underground utilities. Trees planted on private property shall not be planted with a root barrier. The root barrier's exposed edge shall not extend more than ½ inch above finish grade.

### **Installation Detail**

All trees shall be planted in accordance with the attached Street Tree Planting Criteria. It may be necessary to move the replacement tree from the original tree location. New planting location will be marked by the Engineer. No tree shall be planted within 8 feet of a water/sewer line.

The City will paint a white mark on the curb, turf or ground to designate where each tree is to be planted. It shall be the Contractor's responsibility to confirm that the location does not conflict with any underground utility services (laterals, lines or cables). When the white paint mark is on the curb, the planting hole shall be centered between the curb and sidewalk; otherwise, the mark

shall indicate the center of the planting pit. In commercial and industrial locations where sidewalks are non-existent, street trees shall be planted no closer than three feet to the curb and gutter of the adjacent street. No planting pit shall be relocated without consent of the Engineer.

Weeds, roots, stones, rocks and debris within the immediate planting area shall be removed and disposed of at a site provided by the Contractor.

Planting pits shall be excavated and prepared including root barriers and watering basins. Unless otherwise approved by the Engineer, basins and root barriers will not be required for trees planted on private property. Water shall not be used for the excavation of pits. Planting pits shall not be excavated when the moisture content of the soil is so great that excessive compaction would occur, nor when it is so dry that dust will form in the air or clods will not break readily. Backfill soil shall consist of native soil free of any refuse, stones larger than one inch in size, roots larger than ½ inch in diameter, noxious weeds, Bermuda grass, nut grass, and other deleterious materials.

The Contractor shall not allow excavated pits to be left open overnight or without a Contractor's representative at the site. If trees and root barriers cannot be installed in an excavated pit by the end of the work day or within eyesight of the Contractor's representative the Contractor shall cover and barricade the hole. When such permission is obtained, the Contractor shall fully cover the pit with a minimum 3/4" plywood board and a lighted barricade. If the Contractor leaves the work site with an open planting pit without the appropriate safety precautions or Engineer's approval, the City will arrange to provide the necessary safety measures and deduct the costs for labor; material and equipment costs from monies owed the Contractor. City provided services, as a minimum, would be based on the most current City of Newark, Master Fee Schedule costs, including administrative fees.

Immediately after planting, the tree shall be thoroughly watered by the Contractor. The Contractor shall be responsible for watering the trees until the City accepts the tree complete in-place. All exposed extraneous matter shall be removed to facilitate natural runoff.

All trees shall be staked as shown on the attached City of Newark's Tree Planting Detail SD-201. In all planting areas, finish grade (bottom of watering basin) shall be one inch below top of header board, median, or adjacent curb and sidewalk. The finish grade on private property (frontyard) shall match the existing on-site grade. The highest root formed at the trunk flare shall be 1-2" above finished grade.

Prior to tree planting payment, the Contractor shall return to each planting site and back fill each planting pit where the soil has settled below the adjacent grade.

**Plant Guarantee**

The Contractor shall guarantee that each newly planted tree is in-place and in a healthy condition prior to final acceptance of the tree by the City. All trees dead, dying, or missing prior to final project acceptance shall be replaced per these Specifications, at no cost to the City, as a condition of completion.

**Payment Schedule and Documentation**

Payment for items of work under this contract will be paid monthly upon approval by the Engineer and upon execution of a Progress Payment and submittal of an invoice and Certified Payroll. A 5% Retention of the estimated value of the work will be held until completion and acceptance of the project and filing of the Notice of Completion. Retention monies shall be paid 35 days after the Notice of Completion has been filed.

The Contractor shall provide the City a daily worksheet that lists the work locations, type of work, number of drainpipes and lineal feet of root barrier. The Contractor shall attach a detailed accounting of the work performed on each tree with the Contractor's monthly invoice. The detailed accounting, as a minimum, must show the date the work was performed, street address, tree species, size of the tree (D.B.H.), and the type of work performed by the Contractor.

Prior to monthly payments, the Contractor and the City will agree to the work that is paid for by signing the City's Progress Payment Report. The Contractor's invoice shall match the Progress Payment Report agreed upon work. The invoice shall also show the retention monies.

**Restoration of Original Improvements**

Any damage to trees resulting from work by the Contractor (i.e. broken limbs, torn bark, scars, etc.) shall be immediately remedied by the Contractor through bark tracing, limb removal or other acceptable methods approved by the Engineer at no additional cost to the City.

Any damage to utility services, including water, sewer, and storm drains, electrical, gas, telephone, Cable TV and irrigation systems, shall be repaired by the Contractor within two hours at no additional cost to the City. The Contractor shall immediately contact the appropriate utility company to notify them of the damage. The damage shall be repaired in accordance with the appropriate utility company's standards at no additional cost to the City or utility companies.

Any areas on public or private property that are damaged by the Contractor shall be repaired or replaced in kind by the contractor to the satisfaction of the property owner at no cost to the City or property owner.

### **5-1.03 FINAL CLEANUP**

The Contractor shall make his final cleanup in conformance with Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Full compensation for FINAL CLEANUP will be considered as included in those various contract items requiring final cleanup and no additional compensation will be made. The Contractor's attention is directed to the section "Failed Services" as cited herein for the consequences of not performing services for FINAL CLEANUP to the quality required herein.

## **SECTION 6. GENERAL PROVISIONS**

### **6-1 GENERAL**

1. Project Administration: administered by Senior Landscape Inspector Dan Cianciarulo, Newark Service Center, 37440 Filbert Street, Newark, CA, 94560, office phone 510-578-4806, mobile phone 510-508-1291, email [dan.cianciarulo@newark.org](mailto:dan.cianciarulo@newark.org).
2. Insurance Requirements: the Contractor shall comply with all City of Newark insurance requirements.
3. Payments: The Contractor will be paid in monthly installments equal to the amount of work completed to date, less any deductions as noted herein and 5% retention upon submittal of an invoice and Certified Payroll. The retention will be paid 35 days after completion and acceptance of the work and upon submittal of an invoice.
4. Schedule: Prior to the start of any work, the Contractor must supply the City of Newark with a schedule of all main items of work as cited herein, and a weekly schedule thereafter.

### **6-2 INDEMNIFICATION**

The Contractor shall agree to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission of willful misconduct of Contractor, its officers, employees or agents in the performance of any services or work pursuant to the Agreement.

The duty of Contractor to indemnify and save harmless, as set forth, herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

Approval of the insurance contracts does not relieve the Contractor or sub-contractor from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein.

## **SECTION 7. PROPOSAL REQUIREMENTS**

### **7-1.01 CONTRACTUAL SERVICES AGREEMENT**

The Contractor must meet and comply with all of the minimum requirements as set forth in the enclosed City of Newark's Contractual Services Agreement document.

### **7-1.02 EXAMINATION OF SPECIFICATIONS, REQUEST FOR PROPOSALS, CONDITIONS, SITE, AND CONTRACT**

Contractor shall examine carefully the sites where the services are to be provided, the Specifications, the Request for Proposal, Unit Price Schedule, Proposal Schedule and contract forms therefore. The submission of a Proposal shall be conclusive evidence that the Contractor 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, and as to the requirement of the Request for Proposal, specifications, and the contract.

### **7-1.03 PROVISION OF SERVICES ESTIMATE**

The Engineer does not expressly or by implication, agree that the actual amount of services will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

### **7-1.04 PROPOSAL**

If your firm is interested in this project, please submit a proposal that includes general information about your firm, names and qualifications of principals and major staff members who will be assigned to the project, and names and qualifications of any and all Sub-Contractors who may be involved in the project. All Proposals must be clear and legible. Proposals may be made in the form that the Contractor believes demonstrates clearly how the work will be completed according to the work as described herein. Proposals should include detailed portfolio information of similar projects undertaken by the firm involved and, if completed, names of references regarding these past projects. The ability of your firm to complete the project in a timely manner should be addressed, along with the schedule for delivery of the required services as cited herein. Proposals will, by reference, become part of the contract between the Contractor and the City after negotiation of fees.

Proposal will be received publicly up to the time and place indicated herein. Proposals received after the time and date specified will not be accepted and will be returned to the Contractor. Any Proposal that is not properly marked or sealed may be disregarded.

### **7-1.05 INFORMATION**

For all technical questions, please contact Dan Cianciarulo, Senior Landscape Inspector, at (510) 578-4806 or by E-mail to [dan.cianciarulo@newark.org](mailto:dan.cianciarulo@newark.org).

### **7-1.06 EVALUATION OF PROPOSALS**

Award of contract will be a multi-step process. The first step evaluates the written proposal and services submitted by the Contractor, which meets or exceeds the services provided. The general evaluation factors are as described below. The highest ranked respondents, as determined by the Contract Evaluation Panel, will proceed to a possible next step. The possible second step involves a comprehensive interview by the Contract Evaluation Panel with the Contractor. The Contractor is encouraged to bring anyone who represents the company and affects delivery of the services being provided to the interview. The Contractor and their representatives, present orally, the services being proposed to the Contract Evaluation Panel, answering questions intended to clarify their proposed service delivery. Once all the Contractors that are chosen to be interviewed have been interviewed, the Proposals are ranked numerically. The Proposal which, in the opinion of the Contract Evaluation Panel most meets the needs of the City is ranked number one, followed by the second highest ranked proposal and so on, until all the proposals are ranked, in a descending order. The third step involves negotiating with the highest ranked Contractor at which time an acceptable contract price is established. If a satisfactory fee structure can be negotiated with the most qualified Contractor for the project, selection of the firm will be recommended to the City of Newark City Council for review and approval. If an acceptable price and commensurate service level cannot be negotiated, negotiations are officially terminated and negotiations begin with the second highest ranked Contractor, and so forth, until an acceptable contract is agreed to by all parties. Once negotiations are terminated with a Contractor, they will not be reconsidered.

The following list of general evaluation factors is presented as a guide. These factors, as well as other factors, will be used to evaluate and compare the responses submitted by interested Contractors. The relative importance of each factor is listed for information only. Other factors will be considered, as presented, in each Proposal and weighted in a manner, which is consistent as determined by the Contract Evaluation Panel.

<b>Factor Description</b>	<b>Importance</b>
Experience of management team	Very important
Proposed methodology	Critical
Experience of staff	Very important
Financial stability of company	Important
Quality of referenced work	Very important
Quality of equipment, tools, and uniforms	Important
Quality control program	Critical
Other information presented in proposal	Important
Estimated cost for services	Critical
Proficiency of Billing Practices	Critical

### **7-1.07 NON-DISCRIMINATION**

Contractor agrees that he/she will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, including a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics. Contractor agrees to take affirmative action to assure that applicants are employed or retained, and that employees are treated without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, including a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics. Such action shall include, but not be limited to, the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

### **7-1.08 PROPOSAL WITHDRAWAL**

Contractor submitting a Proposal, upon a written request to the Landscape Inspector and prior to the closing period for acceptance of Proposals, may request permission to amend a Proposal response submitted to the City of Newark without penalty. Proposals cannot be amended after the acceptance date and times, unless the amendment does not affect the price, quality, quantity or delivery of the services.

Contractors may withdraw a Proposal presented to the City of Newark prior to the closing date and time. Once withdrawn, the Proposal may not work as a subcontractor for the contractor awarded the contract.



### **7-1.09 RELIEF OF CONTRACTOR**

Attention is directed to the provisions of Government Public Contract 10200 to 10205, inclusive, concerning relief of Contractor and in particular to the requirement therein, that if the Contractor claims a mistake was made in his Proposal, the Contractor shall give the City of Newark written notice within five (5) calendar days after the closing date and time of the acceptance of the alleged mistake, specifying in the notice in detail how the mistake occurred.

### **7-1.10 REJECTION OF PROPOSALS**

Proposals may be rejected if they show any alteration of form, additions not called for, conditional Proposals, incomplete Proposals, erasures, or irregularities of any kind.

The City of Newark reserves the right to reject any or all Proposals for improper form upon finding the Contractor to be irresponsible or incompetent, collusion, unbalanced, inability to perform according the requirements or other reasons found to be detrimental to the City of Newark's interest or welfare.

Neither the City of Newark nor the Engineer shall be deemed responsible for any oral clarification being binding.

### **7-1.11 ADDENDA**

The City of Newark may, when deemed necessary, and at a time prior to the closing date and time, issue addenda to the Request for Proposal to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of said Proposal and shall be equally binding with them. Addenda will be forwarded to all prospective Proposers, insofar as, they are known to the Engineer.

### **7-1.12 SUBMITTAL OF PROPOSALS**

Proposals for this project must be submitted prior to 2:00 P.M., on Friday, May 31, 2024, to the Newark Service Center of the City of Newark, 37440 Filbert Street, Newark, CA 94560. If you have questions regarding this project, please call Dan Cianciarulo, Senior Landscape Inspector at (510) 578-4806.

**JULY**

2023

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30	31					

**AUGUST**

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**SEPTEMBER**

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**OCTOBER**

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29	30	31				

**NOVEMBER**

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**DECEMBER**

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**JANUARY**

2024

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**APRIL**

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**MAY**

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**JUNE**

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**Holiday**

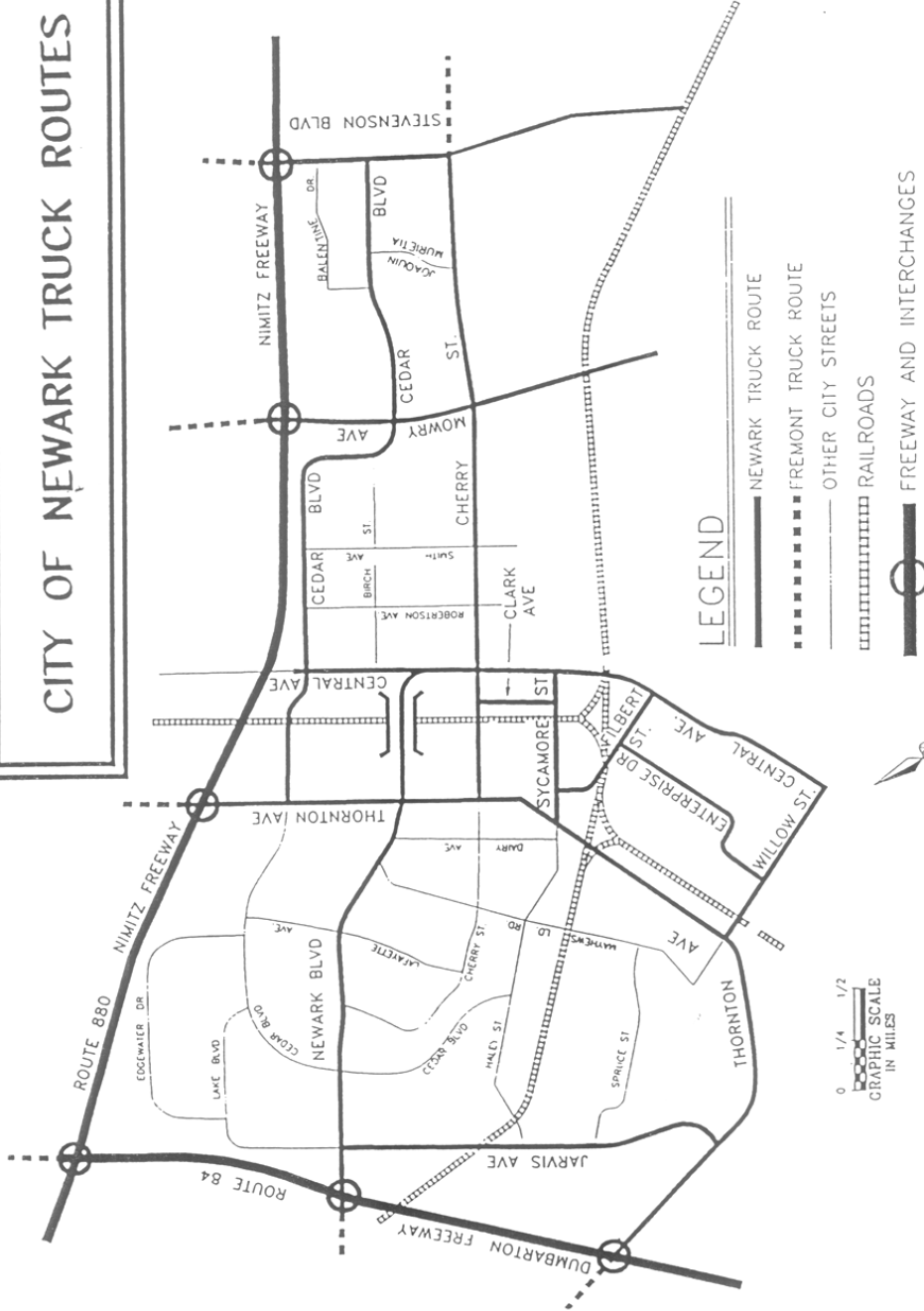
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**Payday**

**Furlough**

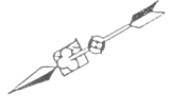
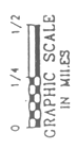
**Council Meetings**

# CITY OF NEWARK TRUCK ROUTES



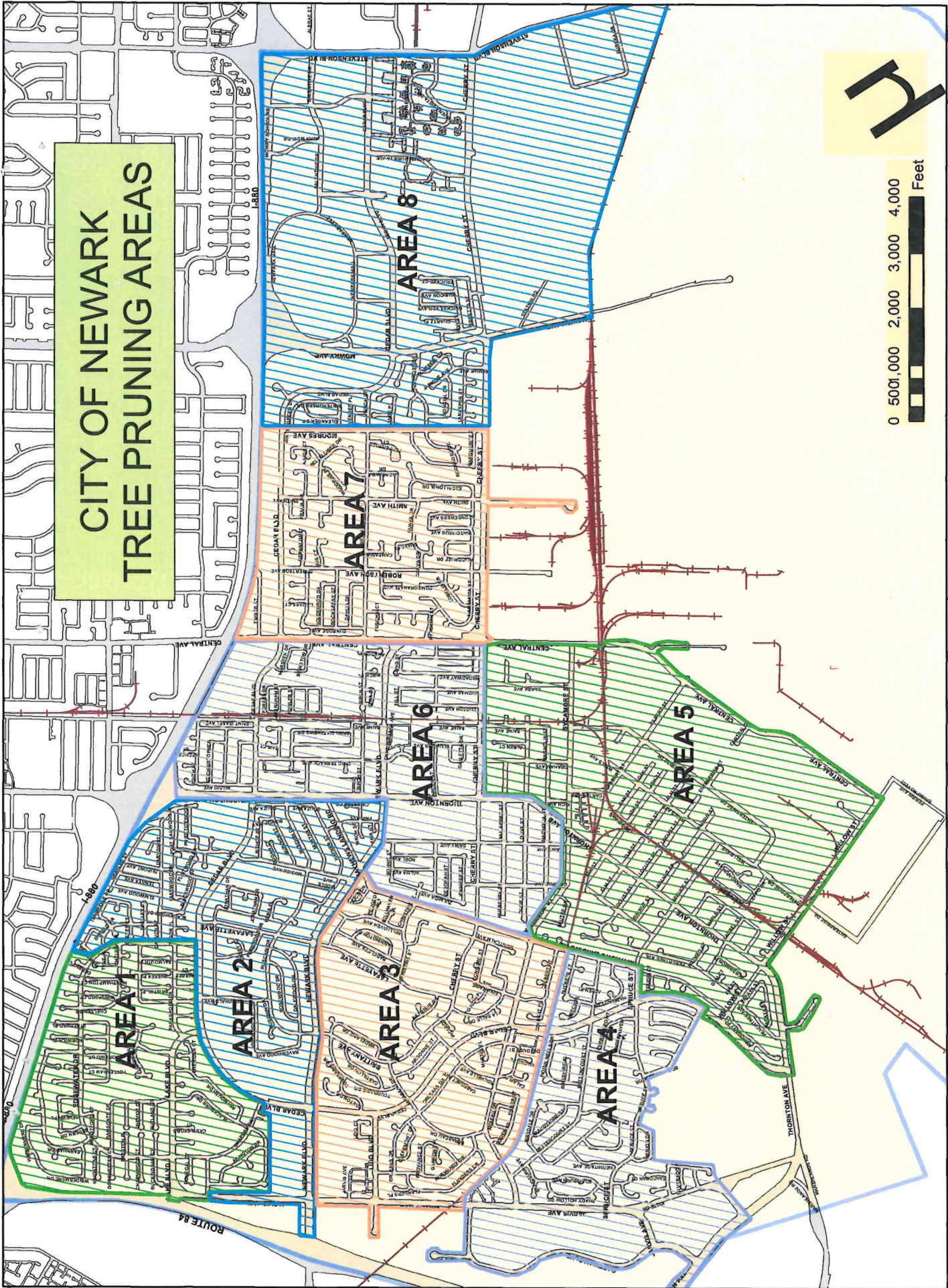
## LEGEND

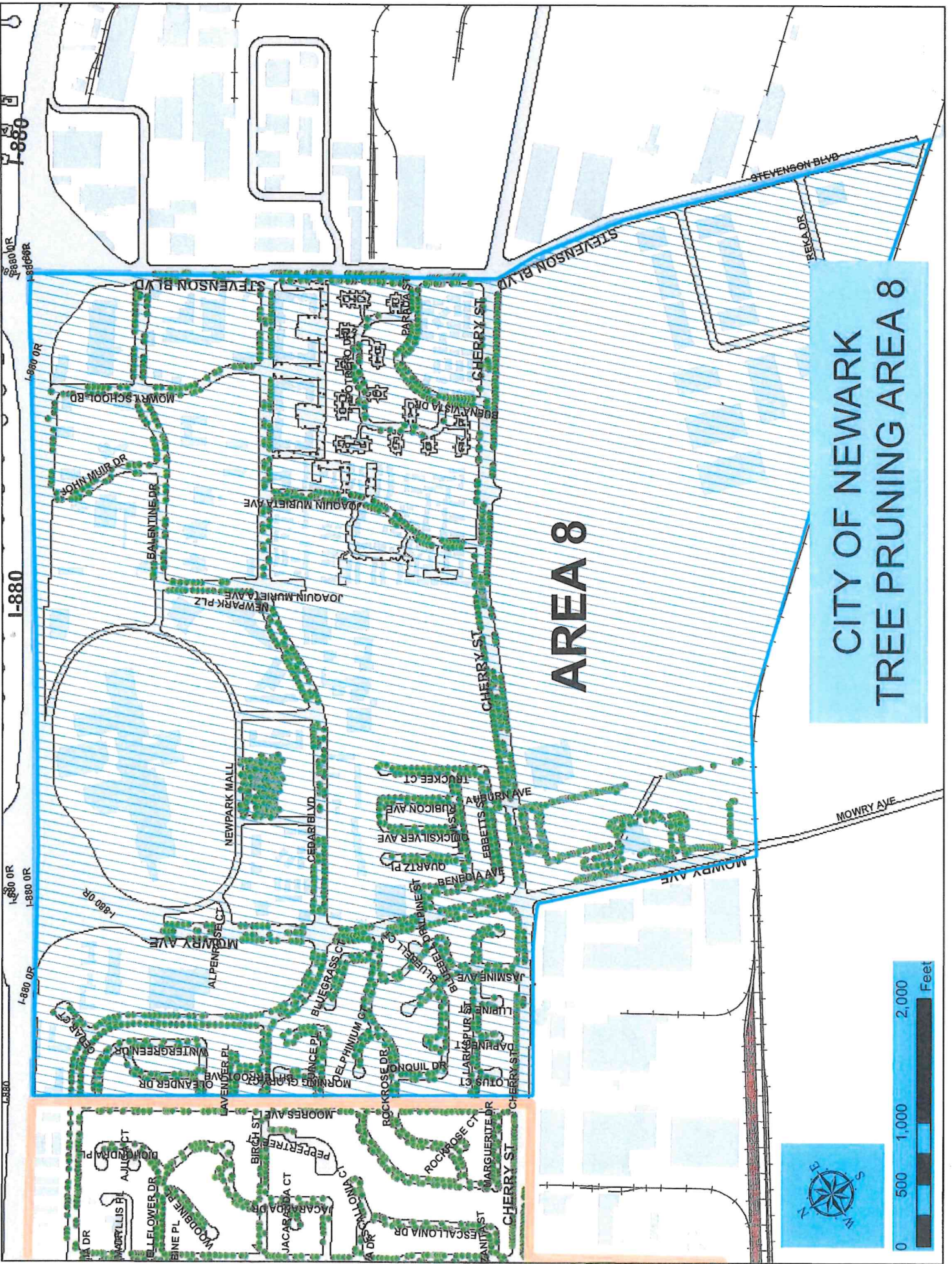
- NEWARK TRUCK ROUTE
- - - - - FREMONT TRUCK ROUTE
- OTHER CITY STREETS
- ||||| RAILROADS
- FREWAY AND INTERCHANGES



REV. 1972

# CITY OF NEWARK TREE PRUNING AREAS





**CITY OF NEWARK  
TREE PRUNING AREA 8**

**AREA 8**



## Biennial Elm Tree Pruning

Area	On Address	Side	Site	Mailing Address	Common Name	DBH	Height
1	35441 BLACKBURN DR	Front	1		Chinese Elm	18-24	30-45
1	35429 BLACKBURN DR	Front	1		Chinese Elm	12-18	30-45
1	35415 BLACKBURN DR	Front	2		Chinese Elm	18-24	30-45
1	5338 CASTLEFORD CT	Front	1		Chinese Elm	12-18	30-45
1	5371 CASTLEFORD CT	Front	2		Chinese Elm	12-18	30-45
1	5252 EDGEWATER DR	Side	1	36260 DARVON ST	Chinese Elm	12-18	30-45
1	5370 NELSON PL	Side	2	35712 SHERIDAN CT	Chinese Elm	12-18	30-45
1	5370 NELSON PL	Side	1	35712 SHERIDAN CT	Chinese Elm	12-18	30-45
1	5377 NELSON PL	Front	1		Chinese Elm	12-18	30-45
1	35611 SHERIDAN CT	Front	1		Chinese Elm	12-18	30-45
1	35635 SHERIDAN CT	Front	1		Chinese Elm	12-18	15-30
1	35657 SHERIDAN CT	Front	1		Chinese Elm	12-18	30-45
1	35673 SHERIDAN CT	Front	1		Chinese Elm	12-18	30-45
1	35707 SHERIDAN CT	Front	1		Chinese Elm	12-18	30-45
1	35753 SHERIDAN CT	Front	1		Chinese Elm	18-24	30-45
1	35712 SHERIDAN CT	Front	1		Chinese Elm	12-18	30-45
1	35670 SHERIDAN CT	Side	2	5377 NELSON PL	Chinese Elm	12-18	30-45
1	35670 SHERIDAN CT	Side	1	5377 NELSON PL	Chinese Elm	12-18	30-45
1	35630 SHERIDAN CT	Side	1	35627 REYMOUTH DR	Chinese Elm	12-18	30-45
1	5334 STIRLING CT	Front	1		Chinese Elm	18-24	30-45
1	5349 STIRLING CT	Front	1		Chinese Elm	12-18	15-30
1	4982 WINCHESTER PL	Front	1		Chinese Elm	12-18	15-30
2	36285 BRIGHTON CT	Front	1		Chinese Elm	18-24	30-45
2	36286 BRIGHTON CT	Front	1		Chinese Elm	12-18	30-45
2	5223 DUPONT AV	Side	1	36594 LAKEWOOD DR	Chinese Elm	06-12	15-30
2	36355 SHELLEY CT	Front	2		Chinese Elm	18-24	30-45
2	36373 SHELLEY CT	Front	1		Chinese Elm	12-18	15-30
2	36386 SHELLEY CT	Front	1		Chinese Elm	12-18	30-45
2	36443 SHELLEY CT	Front	1		Chinese Elm	18-24	30-45
2	36458 SHELLEY CT	Front	1		Chinese Elm	12-18	30-45
2	36461 SHELLEY CT	Front	1		Chinese Elm	18-24	30-45
2	36485 SHELLEY CT	Front	1		Chinese Elm	18-24	30-45
2	36496 SHELLEY CT	Front	1		Chinese Elm	18-24	30-45
2	5250 SOMERSET PL	Side	1	36337 TUDOR PL	Chinese Elm	12-18	30-45
2	5250 SOMERSET PL	Side	2	36337 TUDOR PL	Chinese Elm	12-18	30-45
2	5251 SOMERSET PL	Side	2	36283 TUDOR PL	Chinese Elm	12-18	15-30
2	5264 SOMERSET PL	Front	1		Chinese Elm	12-18	30-45
2	36280 TUDOR PL	Front	1		Chinese Elm	18-24	30-45
2	36283 TUDOR PL	Front	1		Chinese Elm	12-18	15-30
2	36288 TUDOR PL	Front	1		Chinese Elm	18-24	30-45
2	36337 TUDOR PL	Front	1		Chinese Elm	12-18	15-30
2	36346 TUDOR PL	Front	1		Chinese Elm	18-24	30-45
2	36359 TUDOR PL	Front	1		Chinese Elm	12-18	30-45
2	36368 TUDOR PL	Front	1		Chinese Elm	18-24	30-45
2	36375 TUDOR PL	Front	1		Chinese Elm	18-24	30-45
2	36384 TUDOR PL	Front	1		Chinese Elm	12-18	30-45
3	6329 CEDAR BLVD	Front	1		Chinese Elm	18-24	15-30
3	35011 LIDO BLVD	Front	2		Chinese Elm	12-18	30-45
3	35131 LIDO BLVD	Front	1		Chinese Elm	12-18	30-45

## Biennial Elm Tree Pruning

Area	On Address	Side	Site	Mailing Address	Common Name	DBH	Height
3	35151 LIDO BLVD	Front	1		Chinese Elm	18-24	30-45
3	35165 LIDO BLVD	Front	2		Chinese Elm	12-18	30-45
3	35175 LIDO BLVD	Front	1		Chinese Elm	12-18	30-45
3	35201 LIDO BLVD	Front	1		Chinese Elm	18-24	30-45
3	35209 LIDO BLVD	Front	2		Chinese Elm	12-18	30-45
3	35209 LIDO BLVD	Front	1		Chinese Elm	18-24	30-45
3	35231 LIDO BLVD	Front	3		Chinese Elm	12-18	30-45
3	35231 LIDO BLVD	Front	2		Chinese Elm	12-18	30-45
3	35247 LIDO BLVD	Front	1		Chinese Elm	12-18	30-45
3	35253 LIDO BLVD	Front	1		Chinese Elm	18-24	15-30
4	7621 INVERNESS DR	Side	1	35991 BURNING TREE DR	Chinese Elm	18-24	30-45
4	7621 INVERNESS DR	Side	2	35991 BURNING TREE DR	Chinese Elm	12-18	30-45
4	7633 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7654 INVERNESS DR	Front	3		Chinese Elm	18-24	30-45
4	7654 INVERNESS DR	Front	2		Chinese Elm	18-24	30-45
4	7654 INVERNESS DR	Front	1		Chinese Elm	18-24	15-30
4	7657 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7669 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7690 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7691 INVERNESS DR	Front	1		Chinese Elm	18-24	15-30
4	7708 INVERNESS DR	Front	2		Chinese Elm	18-24	30-45
4	7708 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7709 INVERNESS DR	Front	1		Chinese Elm	18-24	15-30
4	7709 INVERNESS DR	Front	2		Chinese Elm	18-24	15-30
4	7709 INVERNESS DR	Front	3		Chinese Elm	12-18	15-30
4	7726 INVERNESS DR	Front	2		Chinese Elm	18-24	30-45
4	7726 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7750 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7753 INVERNESS DR	Front	1		Chinese Elm	12-18	30-45
4	7753 INVERNESS DR	Front	2		Chinese Elm	18-24	30-45
4	7767 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7781 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7795 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7798 INVERNESS DR	Front	3		Chinese Elm	12-18	30-45
4	7798 INVERNESS DR	Front	2		Chinese Elm	12-18	30-45
4	7798 INVERNESS DR	Front	1		Chinese Elm	12-18	30-45
4	7807 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7813 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7829 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7829 INVERNESS DR	Front	2		Chinese Elm	18-24	30-45
4	7840 INVERNESS DR	Front	2		Chinese Elm	12-18	30-45
4	7840 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7863 INVERNESS DR	Front	2		Chinese Elm	12-18	15-30
4	7866 INVERNESS DR	Front	2		Chinese Elm	12-18	30-45
4	7871 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7871 INVERNESS DR	Front	2		Chinese Elm	12-18	30-45
4	7872 INVERNESS DR	Front	2		Chinese Elm	12-18	30-45
4	7872 INVERNESS DR	Front	1		Chinese Elm	18-24	30-45
4	7890 INVERNESS DR	Side	2	7875 CRESTMONT AV	Chinese Elm	18-24	30-45

## Biennial Elm Tree Pruning

Area	On Address	Side	Site	Mailing Address	Common Name	DBH	Height
4	7890 INVERNESS DR	Side	1	7875 CRESTMONT AV	Chinese Elm	18-24	30-45
4	7893 INVERNESS DR	Front	1		Chinese Elm	12-18	30-45
4	7893 INVERNESS DR	Front	2		Chinese Elm	12-18	30-45
6	6017 BAINE AV	Front	1		Chinese Elm	12-18	30-45
6	6017 BAINE AV	Front	3		Chinese Elm	12-18	30-45
6	36540 LEONE ST	Side	1	6242 ZULMIDA AV	Chinese Elm	12-18	15-30
6	6159 THOMAS AV	Front	1		Chinese Elm	12-18	30-45
6	6205 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6206 THOMAS AV	Front	1		Chinese Elm	12-18	15-30
6	6213 THOMAS AV	Front	2		Chinese Elm	12-18	30-45
6	6241 THOMAS AV	Front	1		Chinese Elm	12-18	30-45
6	6253 THOMAS AV	Front	1		Chinese Elm	06-12	30-45
6	6261 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6262 THOMAS AV	Front	1		Chinese Elm	18-24	15-30
6	6277 THOMAS AV	Front	1		Chinese Elm	12-18	30-45
6	6286 THOMAS AV	Front	1		Chinese Elm	12-18	15-30
6	6302 THOMAS AV	Side	1	37425 CALIFORNIA ST	Chinese Elm	18-24	15-30
6	6315 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6316 THOMAS AV	Front	1		Chinese Elm	18-24	15-30
6	6327 THOMAS AV	Front	1		Chinese Elm	12-18	30-45
6	6328 THOMAS AV	Front	1		Chinese Elm	18-24	15-30
6	6340 THOMAS AV	Front	1		Chinese Elm	12-18	15-30
6	6352 THOMAS AV	Front	1		Chinese Elm	12-18	15-30
6	6364 THOMAS AV	Front	1		Chinese Elm	06-12	15-30
6	6375 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6376 THOMAS AV	Front	1		Chinese Elm	18-24	15-30
6	6402 THOMAS AV	Front	1		Chinese Elm	18-24	15-30
6	6413 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6414 THOMAS AV	Front	1		Chinese Elm	12-18	15-30
6	6425 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6426 THOMAS AV	Front	1		Chinese Elm	18-24	15-30
6	6437 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6438 THOMAS AV	Front	1		Chinese Elm	12-18	15-30
6	6449 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
6	6450 THOMAS AV	Front	1		Chinese Elm	12-18	15-30
6	6461 THOMAS AV	Front	1		Chinese Elm	06-12	30-45
6	6462 THOMAS AV	Front	1		Chinese Elm	18-24	15-30
6	6475 THOMAS AV	Front	1		Chinese Elm	18-24	30-45
7	5635 CAMASS CT	Front	1		Chinese Elm	12-18	15-30
7	5664 CAMASS CT	Front	1		Chinese Elm	06-12	15-30
7	5671 CAMASS CT	Front	1		Chinese Elm	12-18	15-30
7	5686 CAMASS CT	Front	1		Chinese Elm	06-12	15-30
7	5702 CAMASS CT	Side	2	37836 STARFLOWER ST	Chinese Elm	06-12	15-30
7	5990 CENTRAL AV	Front	0	AT BIRCH ST	Chinese Elm	06-12	15-30
7	37889 DAHLIA DR	Front	1		Chinese Elm	12-18	15-30
7	37889 DAHLIA DR	Side	2		0 Chinese Elm	06-12	15-30
7	37889 DAHLIA DR	Side	4		0 Chinese Elm	06-12	15-30
7	37894 DAHLIA DR	Front	1		Chinese Elm	12-18	15-30
7	37926 DAHLIA DR	Front	1		Chinese Elm	12-18	15-30
7	37941 DAHLIA DR	Side	1	37882 BIRCH ST	Chinese Elm	12-18	30-45



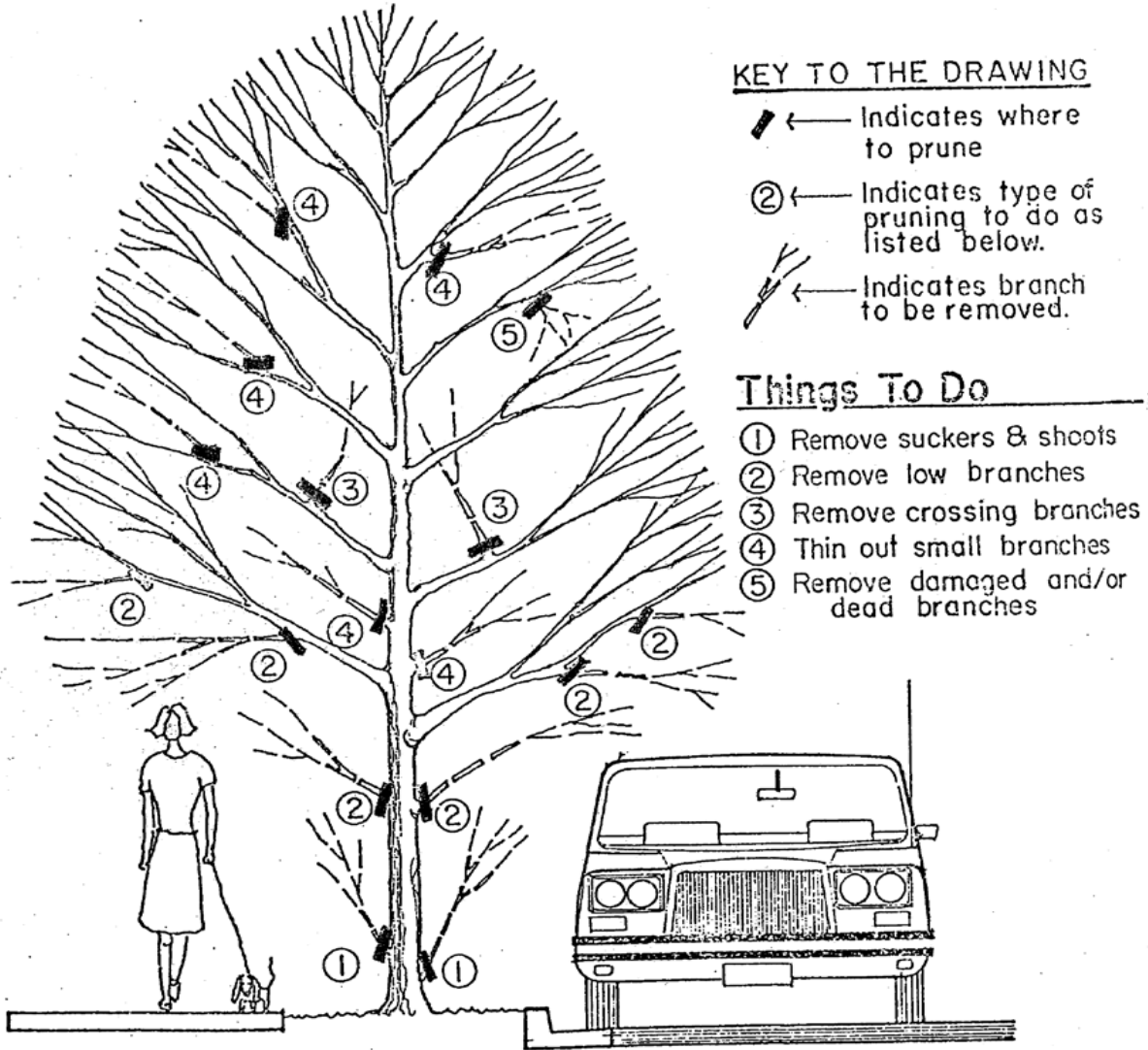
## Biennial Elm Tree Pruning

Area	On Address	Side	Site	Mailing Address	Common Name	DBH	Height
7	37942 DAHLIA DR	Side	1	37938 BIRCH ST	Chinese Elm	12-18	15-30
7	37780 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	37792 GOLDENROD DR	Front	1		Chinese Elm	12-18	30-45
7	37814 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	37825 GOLDENROD DR	Front	1		Chinese Elm	06-12	15-30
7	37834 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	37847 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	37856 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	37869 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	37881 GOLDENROD DR	Front	1		Chinese Elm	12-18	30-45
7	37881 GOLDENROD DR	Front	3		Chinese Elm	12-18	30-45
7	37881 GOLDENROD DR	Side	4		0 Chinese Elm	06-12	15-30
7	37896 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	37898 GOLDENROD DR	Side	7	37928 ROCKSPRAY ST	Chinese Elm	12-18	30-45
7	37899 GOLDENROD DR	Side	1	37884 ROCKSPRAY ST	Chinese Elm	12-18	15-30
7	37899 GOLDENROD DR	Side	2	37884 ROCKSPRAY ST	Chinese Elm	06-12	15-30
7	37914 GOLDENROD DR	Front	1		Chinese Elm	12-18	30-45
7	37918 GOLDENROD DR	Front	1		Chinese Elm	06-12	30-45
7	37922 GOLDENROD DR	Front	1		Chinese Elm	12-18	15-30
7	5610 STARFLOWER CT	Front	1		Chinese Elm	12-18	15-30
7	5654 STARFLOWER CT	Front	1		Chinese Elm	12-18	15-30
7	5665 STARFLOWER CT	Front	2		Chinese Elm	12-18	15-30
7	5612 ROBERTSON AV	Front	1		Chinese Elm	12-18	30-45
7	5634 ROBERTSON AV	Front	1		Chinese Elm	12-18	30-45
7	5647 ROBERTSON AV	Front	1		Chinese Elm	18-24	30-45
7	5652 ROBERTSON AV	Front	1		Chinese Elm	12-18	30-45
7	5669 ROBERTSON AV	Front	1		Chinese Elm	12-18	30-45
7	5680 ROBERTSON AV	Side	2	38012 GERANIUM CT	Chinese Elm	12-18	30-45
7	5681 ROBERTSON AV	Front	1		Chinese Elm	12-18	15-30
7	5702 ROBERTSON AV	Side	1	38003 GERANIUM CT	Chinese Elm	12-18	15-30
7	5723 ROBERTSON AV	Front	1		Chinese Elm	12-18	15-30
7	5785 ROBERTSON AV	Front	1		Chinese Elm	06-12	15-30
7	5817 ROBERTSON AV	Front	1		Chinese Elm	12-18	15-30
7	5839 ROBERTSON AV	Front	1		Chinese Elm	12-18	15-30
7	5901 ROBERTSON AV	Side	1	37961 ROCKSPRAY ST	Chinese Elm	12-18	30-45
7	5901 ROBERTSON AV	Side	2	37961 ROCKSPRAY ST	Chinese Elm	12-18	15-30
7	5935 ROBERTSON AV	Front	1		Chinese Elm	12-18	15-30
7	5957 ROBERTSON AV	Front	2		Chinese Elm	12-18	15-30
7	5979 ROBERTSON AV	Front	1		Chinese Elm	12-18	15-30
7	6429 ROBERTSON AV	Front	1		Chinese Elm	12-18	30-45
Total by DBH			06-12	15			
			12-18	106			
			18-24	67			




# STREET TREE PRUNING GUIDELINES

## City of Newark

Homeowners may prune the street tree in front of their property following the guidelines shown below.



### KEY TO THE DRAWING

-  ← Indicates where to prune
-  ← Indicates type of pruning to do as listed below.
-  ← Indicates branch to be removed.

### Things To Do

- ① Remove suckers & shoots
- ② Remove low branches
- ③ Remove crossing branches
- ④ Thin out small branches
- ⑤ Remove damaged and/or dead branches

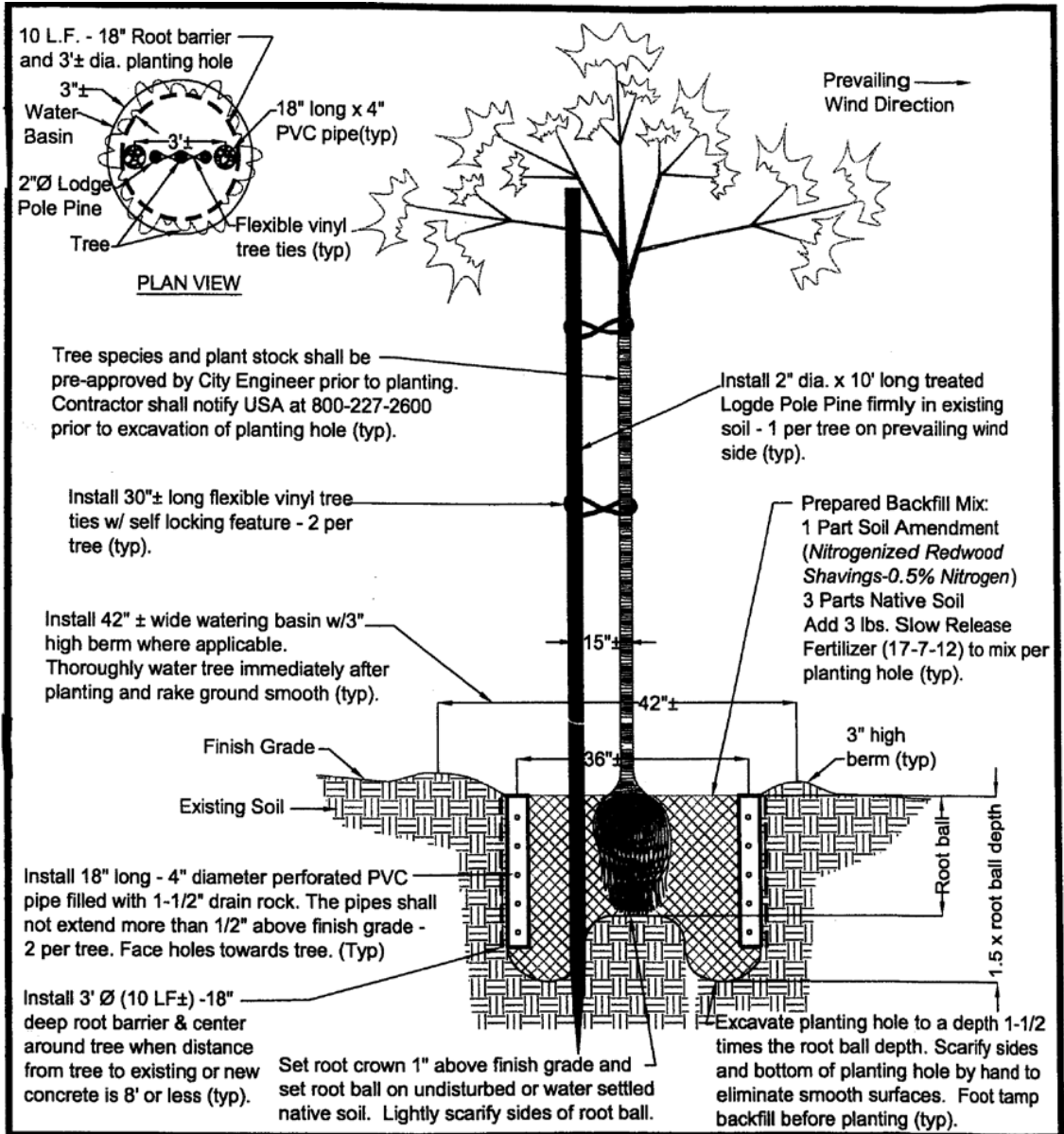
### Things Not To Do

- Remove more than 25% of leaves of branches.
- Cut off top of tree
- Stub off ends of branches

## STREET TREE PLANTING CRITERIA

1. Street trees shall be planted according to the City's Tree Planting Details unless otherwise approved by the Park Supervisor.
2. All planting locations shall not conflict with the City's Visibility Ordinance.
3. Street trees shall be a minimum 15-gallon container size.
4. Small street trees, i.e., those approved for 3-foot-wide medians, subdivisions with small lots and medium density residential developments, and by PG&E for use under power lines, may be planted:
  - a. In parkway planter strips 4 feet or greater in width.
  - b. No closer than 6 feet from water lines
  - c. No closer than 8 feet from driveway.
  - d. No closer than 10 feet from storm drain lines or sanitary sewer service lines.
  - e. No closer than 15 feet from electroliers.
  - f. No closer than 35 feet from street corners.
  - g. No closer than 45 feet from traffic signal.
5. Street trees in general maybe planted:
  - a. In parkway planter strips 5 feet or greater in width.
  - b. No closer the 8 feet from water service lines.
  - c. No closer than 10 feet of driveways, storm drain lines or sanitary sewer service lines.
  - d. No closer than 15 feet of electroliers.
  - e. No closer than 45 feet of street corners or traffic signals.
  - f. No closer than 3 feet to curb and gutter on streets in commercial landscape areas or industrial areas where sidewalks are not installed.

6. Planter pockets with less than 30 square feet of open space shall utilize root barrier around the tree or the pocket will be opened to equal 30 square feet, as determined by the Park Supervisor.
7. Street trees to be planted under overhead utility lines shall be chosen from the list of street trees approved by PG&E for use under power lines.
8. Casoron® 4G or an equivalent broad spectrum pre-emergent herbicide shall be placed under all curb, gutter and sidewalks in the public right-of way and easement areas. Use in accordance with manufacturer's recommendation.
9. No change shall be made in the field prior to resubmittal and approval by the Park Supervisor of revised plans.



**TREE PLANTING DETAIL**



STANDARD  
DETAILS

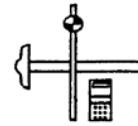
CITY OF NEWARK

SCALE: NTS      DATE: 7/1/08

APPROVED BY:

PEGGY A. CLAASSEN  
CITY ENGINEER P.E. 34477

**SD-201**



## VISIBILITY ORDINANCE REQUIREMENTS Information Summary

The elimination of visibility obstructions along the roadway is one of the most effective ways to make our streets safer and reduce traffic accidents. In order to ensure that a driver can react in time to stop when necessary, the driver must be able to see the roadway and other vehicles approaching from cross streets and driveways. Not only must sight distance at intersections be clear for the driver who is stopped and attempting to pull out, but also for the motorist who is on the cross street watching for approaching traffic. Unobstructed visibility at intersections is also essential in protecting pedestrians and school children.

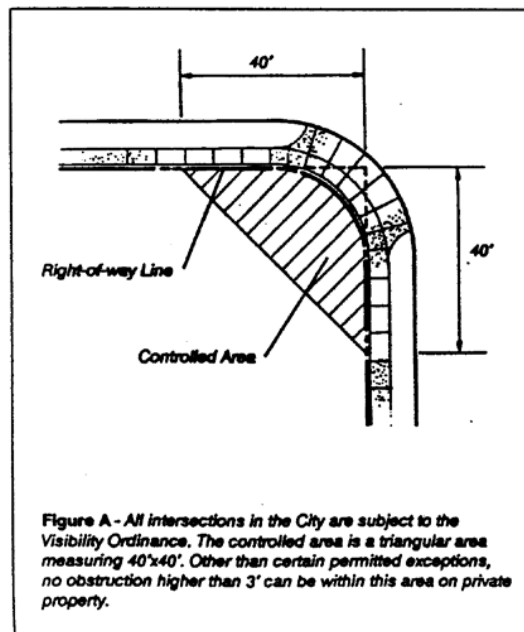
In order to provide this required sight distance, the Newark City Council has adopted a "Visibility Ordinance." This Ordinance is essential to the safety of the motoring public and is used in two ways. First, it allows the City to control new construction so that it will not obstruct visibility at intersections. Second, since the Ordinance also applies to

obstructions which were in existence at the time of its adoption, it allows the elimination of hazards which already exist. When used in this manner, action is taken only on a complaint basis.

The Visibility Ordinance requires the removal of obstructions from private property at all intersections and, in some locations, adjacent to private driveways.

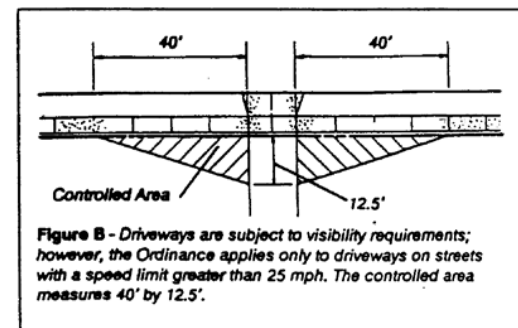
### At Public Street Intersections

All street intersections in the City are subject to the requirements of this Ordinance. The Ordinance requires that the 40 ft. x 40 ft. triangular area behind the right-of-way at the intersection be free of any visibility obstruction higher than 3 ft. as measured from the nearest street surface. This "controlled" area is measured from the intersection of the right-of-way lines and is shown on Figure A. Note that in many areas of the City, the right-of-way lines are 6 inches from the back of the sidewalk toward private property; Engineering staff can help you determine the limits of the controlled area if desired.



### At Driveways

Obstructions are also prohibited at some driveways in the City. These driveways are only those which are on streets with speed limits of 30, 35, 40, 45, 50 or 55 miles per hour. Driveways on streets with a speed limit of 25 mph are not subject to this part of the Ordinance. The "controlled" area for driveways is a 12.5x40 foot triangular area as shown in Figure B.



(E4330010.3/91)pm

Since the speed limit must be 30 mph or higher for this provision to be in effect, this portion of the Ordinance normally applies only to commercial and industrial driveways on higher volume streets.

#### **Obstructions**

The Ordinance prohibits the installation or maintenance of any obstruction higher than 3 ft. within the "controlled" area. The term obstruction includes fences, trees, hedges, plants or shrubs, signs, or other landscape features. The only exceptions to this rule are listed in the Ordinance and include permanent buildings which were in place prior to the adoption of the Ordinance, trees trimmed up 6 ft. from the level of the nearest street surface, saplings, and signs on posts higher than 10 ft.

#### **Purpose**

The purpose of the Ordinance is to ensure that motorists have a clear view of the roadway and pedestrians, including school children, at all intersections and busy driveways. If you need help in determining whether your property is in compliance with the Ordinance or help in understanding the Ordinance, please call the Engineering Department.

#### **CITY OF NEWARK MUNICIPAL CODE Chapter 10.36 - VISIBILITY REQUIREMENTS**

##### **Sections**

- 10.36.010 Obstructions at public street intersections.
- 10.36.020 Obstructions at private driveways and public streets.
- 10.36.030 Exceptions.
- 10.36.040 Enforcement.
- 10.36.050 Violation deemed infraction.

10.36.010 Obstructions at public street intersections. It is unlawful to install, set out or maintain, or to allow the installation, setting out or maintenance, on property at any corner formed by intersection streets within the city, of any sign, hedge, shrubbery, natural growth, fence or other obstruction to the view, higher than three feet above the nearest pavement surface within that triangular area between the street right-of-way lines and diagonal line adjoining points on the street right-of-way lines forty feet from their intersection or the intersection of their projection.

10.36.020 Obstructions at private driveways and public streets. It is unlawful to install, set out or maintain, or to allow the installation, setting out or maintenance on property adjacent to any private road or driveway within the city of any sign, hedge, structure, natural growth, fence or other obstruction to the view higher than three feet above the nearest pavement surface within that triangular area formed by the edge of the driveway, the street right-of-way line and a diagonal line connecting two points, one of which is on the street right-of-way line forty feet from the edge of the driveway and the other point of which is on the edge of the driveway and twelve and one-half feet back of the street right-of-way line measured perpendicularly (or radially, if on a curve) to the street right-of-way line.

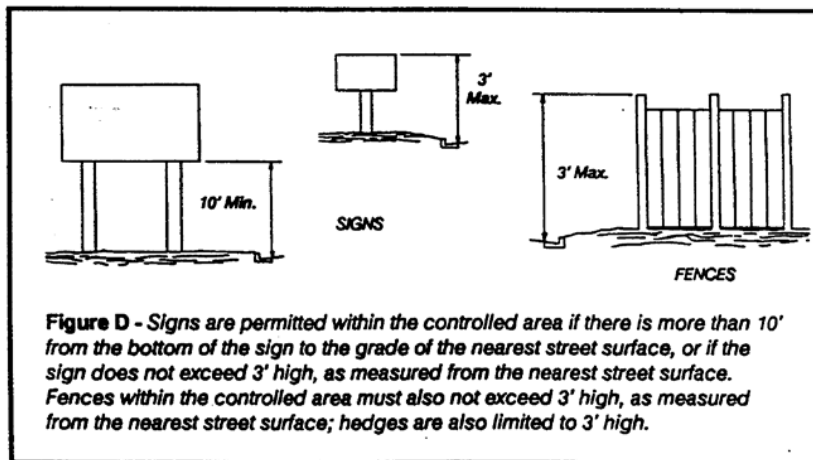
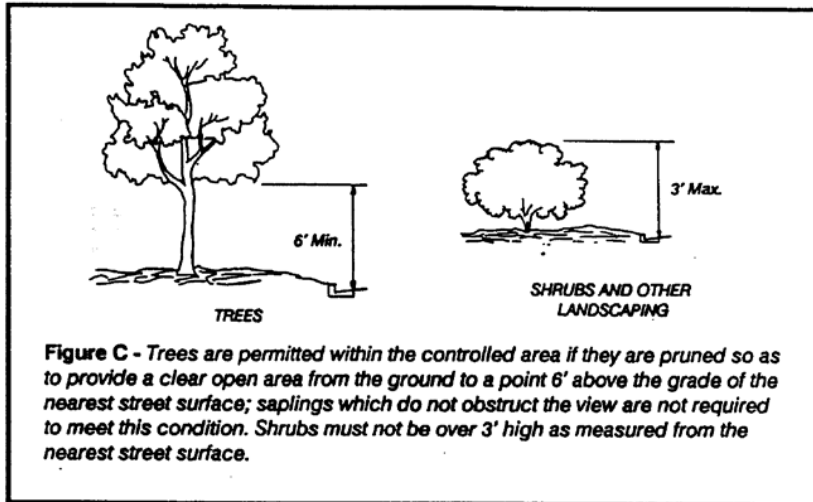
10.36.030 Exceptions. Sections 10.36.010 and 10.36.020 shall not apply to the following:

- A. Permanent buildings;
- B. Public utility poles;
- C. Trees trimmed to the trunk so as to provide a clear open space between a plane level with the nearest pavement surface and a plane six feet higher;
- D. Saplings;
- E. Signs mounted so as to provide a clear, open space (except for supporting members) of ten feet or more above the ground and whose supports do not constitute an obstruction as defined in Section 10.36.020;
- F. Areas adjacent to private roads or driveways where the speed limit on the public street is twenty-five miles per hour or less.

10.36.040 Enforcement. The City Traffic Engineer, upon ascertaining that a violation of the provisions of Sections 10.36.010, 10.36.020 and 10.36.030 exists, shall give written notice by registered mail of the violation to the owner of record of the property involved, as shown on the most recent assessment roll of the county. The property owner to whom notice has been given shall, within twenty days after the giving of notice, do whatever is necessary on his property to eliminate the obstruction. If the obstruction is not eliminated within the specified time limit, the City Traffic Engineer or his designated representative is authorized to enter onto the property and remove the obstruction.

10.36.050 Violation deemed infraction. Violation or failure to comply with any provision of this chapter shall constitute an infraction.

In order to ensure adequate visibility at intersections and driveways, the Visibility Ordinance places restrictions on the landscaping and construction which is permitted within the controlled areas shown in Figures A and B. Examples of these conditions are as follows:





## SCOPE OF SERVICES

Name of Proposer: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone No.: Area Code (    ) \_\_\_\_\_

Fax Number: Area Code (    ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the Specifications (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto, the project Plans described below, and also in accordance with the Department of Transportation Standard Plans dated May 2006, the Standard Specifications, dated May 2006, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project Plans for the work to be done were approved and are entitled:

### **2024-2025 TREE MAINTENANCE SERVICES**

Proposals are to be submitted for the entire work. The amount of the proposal for comparison purposes will be the total of all items.

The Proposer shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price proposal on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal is accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act and Section 3-1.03 of the Specifications, with surety satisfactory to the City of Newark within eight (8) days, not including Sundays and legal holidays, after the Proposer has received notice from the City of Newark that the contract has been awarded, the City of Newark may, at its option, determine that the Proposer has abandoned the contract, and there upon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Newark.

The undersigned as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Plans therein referred to; and he/she proposed and agrees, if this proposal is accepted, that he/she will contract with the City of Newark, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment herefor the amounts shown on the following unit price schedule, to wit:

CITY OF NEWARK  
Public Works Department

**UNIT PRICE SCHEDULE**  
2024-2025 TREE MAINTENANCE SERVICES

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

As a cost reference to begin negotiations, the Contractor shall submit a Unit Price Schedule based on all of the work as cited herein. The following Unit Price Schedule shall be completed by the Contractor and The Unit Price must be clear and legible.

<u>Category</u>	<u>Unit</u>	<u>Est. Quant</u>	<u>D.B.H.</u>	<u>Item Price</u>	<u>Total</u>
Traffic Control	LS	LS	N/A	_____	_____
Median Tree Pruning	Each	24	7"-12"	_____	_____
	Each	20	13"-18"	_____	_____
	Each	11	19"-24"	_____	_____
	Each	3	25"-30"	_____	_____
	Each	2	30"+	_____	_____
Street Tree Pruning	Each	360	0"-6"	_____	_____
	Each	439	7"-12"	_____	_____
	Each	290	13"-18"	_____	_____
	Each	86	19"-24"	_____	_____
	Each	15	25"-30"	_____	_____
	Each	7	30"+	_____	_____
Park Tree Pruning	Each	2	7"-12"	_____	_____
	Each	10	13"-18"	_____	_____
	Each	10	19"-24"	_____	_____
	Each	3	25"-30"	_____	_____
	Each	3	30"+	_____	_____
Tree Removal	Each	10	7"-12"	_____	_____
	Each	15	13"-18"	_____	_____
	Each	10	19"-24"	_____	_____
	Each	10	25"-30"	_____	_____
	Each	5	30"+	_____	_____

(Continued next page)

CITY OF NEWARK  
Public Works Department

**UNIT PRICE SCHEDULE**  
2024-2025 TREE MAINTENANCE SERVICES

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

<u>Category</u>	<u>Unit</u>	<u>Quant.</u>	<u>D.B.H.</u>	<u>Item Price</u>	<u>Total</u>
Stump Removal	Each	5	0"-6"	_____	_____
	Each	10	7"-12"	_____	_____
	Each	10	13"-18"	_____	_____
	Each	2	19"-24"	_____	_____
	Each	1	25"-30"	_____	_____
	Each	2	30"+	_____	_____
Soil Drench	Each	25	7"-12"	_____	_____
	Each	79	13"-18"	_____	_____
	Each	36	19"-24"	_____	_____
	Each	5	25"-30"	_____	_____
Root Barrier	Each	50	N/A	_____	_____
Trees - 15 Gallon	Each	50	N/A	_____	_____
Drain Pipe	Each	100	N/A	_____	_____
Branch Removal	Each	5	<u>Branch Dia.</u> 0"-3"	_____	_____
	Each	10	3"-6"	_____	_____
	Each	10	6"-9"	_____	_____
	Each	2	9"-12"	_____	_____
Crew Rental – 1 man	hour	100		_____	_____
Crew Rental – 3 men	hour	100		_____	_____
TOTAL PROPOSAL					=====

The City reserves the right to reject any and all quantities subject to the City’s budget per tree service maintenance area. Quantities are for bidding purposes only.

**PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE**

The Proposer submits, below (or attached), a statement of projects of similar character to that described in the proposed contract that have been successfully performed by the Proposer. The statement shall include a brief description, approximate cost, and applicable references associated with each project listed, and shall be of sufficient detail to enable the City Council to judge the responsibility, experience, skill, and business standing of the Proposer.

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**LIST OF SUBCONTRACTORS**

The Proposer shall list the names and address of each Subcontractor to whom the Proposer proposed to subcontract portions of the work in excess of one-half of one percent (1/2 of 1%) of the total. If none, so indicate. Provide all information requested below.

If the Proposer fails to specify a Subcontractor, or if the Proposer specified more than one Subcontractors for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Proposer’s total bid, and that he/she agrees that he/she is fully qualified to perform that portion of work himself/herself, and that he/she will perform that portion himself/herself.

All Proposers are hereby notified that the successful Proposer will be required to perform not less than fifty percent (50%) of the work with the successful Proposer’s own organization. A failure of the bid to establish compliance with this requirement may render the bid non- responsive, or it may result in a determination of Proposer non-responsibility based on failure to demonstrate adequate resources available to perform the work.

As of July 1, 2014, all contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015. The contractor will be required to submit certified payrolls during the course of the project. This project is subject to compliance enforcement and monitoring by the State of California Department of Industrial Relations.

Subcontractor Name and License Number	Address	Description of Work Subcontracted	Amount Subcontracted*

\*Use Cost Amount representing actual work to be performed by the respective Subcontractor.

## CERTIFICATIONS AND SIGNATURES

### CERTIFICATIONS - GENERAL

The Proposer's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are part of this proposal. Signature of Proposer shall be properly notarized.

### MINOR INFORMALITIES

The City reserves the right to waiver minor informalities and/or proposal non-responsiveness that does not influence the competitive nature of the proposal.

### PROPOSAL FORM

This Proposal form is not to be detached or removed from this bound set of Specifications. The entire bound set of Specifications and Proposal are to be submitted to the City. If this Proposal is removed, the signature(s) of the Proposer constitutes acknowledgment that the set of Specifications used in preparing his/her proposal is complete and the intent of the Proposer is to comply with all provisions of the Specifications. With this acknowledgment, the City will consider removal of the Proposal from the bound Specifications as a minor non-responsiveness on the part of the Proposer.

### PROPOSER'S GUARANTEE

Accompanying this proposal is a Proposer's Guarantee:

- Cash (\$\_\_\_\_\_)
- Cashiers Check (\$\_\_\_\_\_)
- Bidder's (Proposer's) Bond in the amount of 10% of the total proposal  
*(Check Appropriate Attachment)*

**Note:** Refund of a Bidder's (Proposer's) Bond in the form of a Cashier's Check will be made by returning the unendorsed Cashier's Check to the Proposer, after the City has entered into a contract with the selected Proposer. Therefore, the Cashier's Check receipt should be retained by the Proposer.

### ADDENDA

This Proposal is submitted with respect to the changes to the contract included in Addendum Number(s) \_\_\_\_\_.  
*(fill in addendum number(s) if addenda have been received)*

**Warning:** If an addendum or addenda have been issued by the City and not noted above as being received by the Proposer, this Proposal may be rejected.

## ADDITIONAL FORMS REQUIRED

Check the following boxes indicating attachment of the respective forms with this Proposal:

- List of Subcontractors (required)
- Bidder's Statement of Financial Responsibility, Technical Ability, and Experience (required)

## NONCOLLUSION DECLARATION

The undersigned declares: I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [company], the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].



## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

### LICENSE INFORMATION

The Proposer hereby certifies that he/she is licensed in accordance with an act providing for the registration of Contractors:

License No. \_\_\_\_\_ Contractor's License Expiration Date \_\_\_\_\_

Classification(s) \_\_\_\_\_

**SIGNATURE BLOCK**

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If the Proposer or other interested person is a corporation, state the legal name of the corporation, also the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true name of firm, also the names of all individual copartners composing firm; if the Proposer or other interested person is an individual, state the first and last names in full.

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By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the Non-collusion Affidavit required by Public Contract Code Section 7106 is true and correct.

**SIGN HERE**

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

\_\_\_\_\_  
**Signature of Proposer Must Be Properly**

**Notarized**

Business address \_\_\_\_\_

Place of business \_\_\_\_\_

Place of residence \_\_\_\_\_

Form of Company (*check one*):

California Corporation     Limited Partnership     Other (specify) \_\_\_\_\_

# Intentionally Blank

**BIDDER'S (PROPOSER'S) BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the City of Newark in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above named, submitted by said Principal to the City of Newark, Public Works Department, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of (\_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned proposal to the City of Newark, for certain construction specifically described as follows for which proposals are to be opened at Newark, California on \_\_\_\_\_, 2024 for:

**2024-2025 Tree Maintenance Services**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required in these Specifications, after the prescribed forms are presented to him for signature, enters into a written contract for the work in accordance with the proposal, and files the two bonds with the Public Works Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

**Bidder's (Proposer's) Bond (continued)**

In the event suit is brought upon this bond by the City of Newark and judgment is recovered, the surety shall pay all costs incurred by the City of Newark in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**PRINCIPAL:** \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Phone: (\_\_\_\_) \_\_\_\_\_

**SURETY:** \_\_\_\_\_

Home Office Address: \_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_

**SURETY AGENT:** \_\_\_\_\_

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

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

Phone: (\_\_\_\_) \_\_\_\_\_

NOTE: Signatures of those executing for the surety must be properly notarized.

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter “Agreement”) is made and entered into this day of \_\_\_\_\_, 2024 by and between the **CITY OF NEWARK**, a municipal corporation (“City”), and \_\_\_\_\_, a CALIFORNIA CORPORATION (“Consultant”), collectively the “Parties”.

**W I T N E S S E T H:**

**WHEREAS**, City requested proposals to perform the services generally including:

**WHEREAS**, in response to City’s request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit “A” (“Services”), in return for the compensation described in this Agreement and Exhibit “B”.

**WHEREAS**, in reliance upon Consultant’s documentation of its qualifications, as set forth in Exhibit “C”, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

**WHEREAS**, Consultant had agreed to and has been performing similar services for City during the period between \_\_\_\_\_ and \_\_\_\_\_ pursuant to the award of consecutive service agreements.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**1. CONSULTANT’S SERVICES.** Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit “A” in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit “A”, the Agreement shall control.

**2. TIME FOR PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit “A”; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant’s work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant’s officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City’s performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant’s performance must be governed by sound professional practices.

### 3. COMPENSATION.

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “B” hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit “B”; or, if no manner is specified in Exhibit “B”, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark  
Attn: Finance Department  
37101 Newark Blvd.  
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of an invoice, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit “B”, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant’s Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant’s payment).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include

a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

**5. INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**6. PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

**7. FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

**8. INFORMATION AND DOCUMENTATION.**



**A. Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

**B. Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

**C. Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

**9. CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

**10. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

**11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

**12. PUBLIC WORKS REQUIREMENTS.** Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

**13. PUBLIC WORKS CONTRACTOR REGISTRATION.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**14. INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

**A. Verification of Coverage.**

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK  
Attn: Risk Manager  
37101 Newark Boulevard  
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

**B. Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

**C. Minimum Limits of Insurance.**

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for (including products and completed operations, property damage, bodily injury, and personal and advertising injury) bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim; \$2,000,000 aggregate.

**D. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

**E. Claims Made Policies.**

For all “claims made” coverage, in the event that Consultant changes insurance carriers Consultant shall purchase “tail” coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such “tail” or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

**F. Wasting Policies.**

No policy required by this paragraph 14 shall include a “wasting” policy limit (ie. limit that is eroded by the cost of defense).

**G. Remedies.**

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

**H. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the

Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**I. Other Insurance Provisions.**

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers (“Additional Insureds”) are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant’s insurance and shall not be contribute with it. Consultant’s policy will not seek contribution from the City’s insurance or self-insurance.

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers’ Compensation and Employer’s Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

**15. REPORTING DAMAGES**. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

**16. INDEMNIFICATION/SAVE HARMLESS**. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or work product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

**17. LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

**18. TERM/TERMINATION.**

**A.** The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

**B.** Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

**19. CONTRACT ADMINISTRATION.** This Agreement shall be administered by [REDACTED] of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

**20. NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

**CITY OF NEWARK**

\_\_\_\_\_  
**Consultant**

\_\_\_\_\_  
**Administrator**

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

City of Newark  
Attn: \_\_\_\_\_  
37101 Newark Boulevard  
Newark, CA 94560

**21. PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

**22. EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

**23. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

**24. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

**25. ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

**26. ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

**27. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

**28. WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

**29. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.



**30. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**31. COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,  
a municipal corporation

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
City of Newark

By \_\_\_\_\_  
Consultant

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Attest:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**EXHIBIT A**

***SCOPE OF SERVICES***

**EXHIBIT B**

***PAYMENT***

**EXHIBIT C**  
***QUALIFICATIONS***

## EXHIBIT C

### ***PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.***

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
  4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
  2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
  
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.