



# City of Palo Alto

## City Council Staff Report

(ID # 10883)

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**Report Type: Consent Calendar**

**Meeting Date: 6/1/2020**

**Summary Title: Utilities Enterprise Fund Contract for Utility Line Clearing**

**Title: Approval of Utilities Enterprise Fund Contract Number C2017692 0With Davey Surgery Tree Company for the 2020 Utility Line Clearance Project in an Amount Not-to-Exceed \$14,486,057 for a Five-year Term**

**From: City Manager**

**Lead Department: Public Works**

### **Recommendation**

Staff recommends that Council approve and authorize the City Manager or his designee to execute the attached General Service Agreement C20176920 (Attachment A), with Davey Tree Surgery Company for utility line clearing services in an amount not to exceed \$14,486,057 over a five-year term.

### **Background**

The City has contracted services for utility vegetation management since the mid-1980's to ensure the clearing of trees and other vegetation from electrical conductors, poles, substations, fiber optic lines, traffic signals, and streetlights throughout Palo Alto. The most recent utility vegetation management contract was for a five-year term with Utility Tree Service LLC that ended on February 22, 2020.

The City issued a Request for Proposals (RFP) for utility vegetation management services on November 25, 2019. Recent trends in the tree care industry, and specifically in the line clearance tree trimming sector, have impacted the new solicitation. There is increased pressure on Investor Owned Utilities such as PG&E to reduce the potential for fires around their electric infrastructure. This pressure has resulted in a dramatic increase in utility vegetation management activity on behalf of these Investor Owned Utilities. This has contributed to a statewide shortage of qualified line clearance tree workers. In addition to this increased demand for qualified workers, a recent State Assembly Bill, SB 247, has mandated that these tree workers be "...paid a rate no less than the prevailing wage rate for a first period apprentice electrical utility lineman...". This increased base pay rate is 36 percent higher than the 2019 prevailing wage document for this trade. In addition to this increase in base pay there are additional benefits included in the requirements which further increase the labor cost of companies providing these services.

## Discussion

The work to be performed under the contract includes clearing of trees and other vegetation from the overhead electric distribution system throughout the City. Clearing vegetation from power lines is an on-going operation necessary to ensure the City provides safe, reliable power to the City's utility customers. Clearance requirements have been established by the California Public Utilities Commission for Investor Owned Utilities and these requirements have been accepted as the applicable standard for vegetation clearance in the City of Palo Alto. All tree work must conform to the techniques and standards specified in the Tree Care Industry Association standard of care (ANSI A300 – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices). As a utility operator, the City of Palo Alto is subject through regulatory requirements to keep all vegetation away from utility infrastructure regardless of ownership of said vegetation. This contract for vegetation management is separate from the City's overall tree trimming contract in that it specifically addresses utility line clearance. Utility line clearance work requires additional personnel certifications and equipment requirements not needed for standard tree trimming. The proposed contract with Davey Tree Surgery Company requires adherence to these standards and to equipment requirements for utility line clearing.

The term of the contract is five years. Staff has found that a multi-year contract is advantageous to the City as it allows a contractor to better amortize major equipment purchases and retain highly qualified workers, and in turn lower prices are proposed for the work. The work quantities included in the proposed rate schedules are based on recent work history by the previous line clearing contractor. Tree growth is highly dependent on precipitation; therefore, the actual work levels and costs may be higher or lower than the estimated quantities in the solicitation. The rate schedule establishes the unit and hourly rates for each type of work included in the contract scope.

## Summary of RFP Process

The Request for Proposals (RFP) for utility vegetation management services was distributed to potential contractors via planetbids.com and a competitive solicitation notification was emailed directly to arboricultural companies on November 25, 2019. Additionally, a pre-proposal meeting was held on December 9, 2019. The proposal period was 52 days. Proposals were received from two qualified contractors, Utility Tree Service, Inc. (UTS) and Davey Tree Surgery Co. (Davey) on January 15, 2020. The quantities given in the cost proposal schedules were based on an average amount of work that might be expected in a twelve-month period and were given as a basis for comparison of proposal costs. The City did not guarantee that the actual amount or proportion of work would correspond therewith.

|   |  |
|---|--|
| RFP Name/Number                               | 2020 Utility Line Clearing Services / RFP 176920 |
| Proposed Length of Project                    | 5 years  |
| Number of Prospective Proposers on PlanetBids | 128 vendors                                      |

|   |                              |
|---|------------------------------|
| Total Days to Respond to RFP                        | 52 days                      |
| Number of Company Attendees at Pre-Proposal Meeting | 6                            |
| Number of Proposals Received                        | 2                            |
| Proposal Price Range (Includes additional services) | \$12,360,748 to \$14,486,057 |

An evaluation committee consisting of three City staff members from the Public Works department reviewed and evaluated the proposals according to the criteria identified in the RFP. The criteria used to evaluate the proposals were as follows:

- Quality of the proposal
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the contractor
- Contractor's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity
- Cost to the city
- Contractor's financial stability
- Contractor's ability to perform the contract within the time specified
- Contractor's prior record of performance with city or others
- Contractor's ability to provide future maintenance, repairs parts and/or services
- Contractor's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor
- Acceptability of any additional contract terms and conditions as proposed by contractor

Staff recommends that the Davey proposal of \$14,486,057 for a maximum five-year term submitted be accepted based on responsiveness to the City's needs as defined by the evaluation criteria.

The proposal from Davey scored well across all the evaluation criteria. Davey's proposal thoroughly addressed the needs of the line clearance program. Davey outscored UTS during the criteria evaluation process even though the UTS proposal had a lower overall cost. UTS included a list of ten contract exceptions, several of which were operationally unacceptable to Public Works staff and would have been likely to result in adverse impacts to the City such as increased administration, reduced productivity, or delayed responses.

The proposed first year budget amount for the new contract is \$2,728,939, a 90 percent increase over the fifth-year amount of \$1,436,748 under the previous contract with Utility Tree Service LLC. Negotiations were conducted between the City and Davey. The main objective of these negotiations for the City was to secure the best pricing possible for the services included in this contract. Staff met with Davey for three negotiation sessions. Two of these sessions took place after it became clear that the COVID-19 pandemic would impact the city's revenues and

budget. While the negotiations did result in substantial savings to the City via reduced unit and hourly pricing, a reduction in estimated work quantities was still required to keep the contract within the budget capacity of the Electric Fund. This agreed upon reduction in estimated work quantities compared to the previous contract was used to calculate the total costs for the five-year term. Staff believes it is possible to meet minimum regulatory compliance with this budget. Should additional work be needed, staff will return to Council to propose service level options together with associated costs and propose an amendment to the contract.

This contract includes a 90-day per-unit pricing review (Exhibit C of the contract) that was added during negotiations. This clause provides that during the 90-day trial period the City will pay the contractor at the hourly rate for all assigned work. After the 90-day period has closed, the contractor and City will evaluate and assess the per-unit pricing and negotiate a reduced rate if possible. If a lower unit rate cannot be agreed upon after the 90-day trial period, the City will assign lower quantities of unit work and will instead assign this work as hourly. If a lower unit rate cannot be established, staff will consider soliciting proposals for a new contract if market conditions improve. Staff will also evaluate the cost-effectiveness of adding additional Urban Forestry staff and equipment to accomplish the work in comparison to the contract cost.

Staff confirmed with the Contractor’s State License Board that Davey has an active license on file. Davey has performed satisfactory work for the City on a similar multi-year contract established from 1999 to 2008 for power line clearing services.

This contract is on the City’s General Services template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work.

**Timeline**

Davey will begin the requested services within seven days of the City’s issuance of a Notice to Proceed.

**Resource Impact**

Funding for the first year of this contract is available in the Fiscal Year 2020 Electric Fund operating budget. Continued work and funding under this contract for Fiscal Year 2021 through Fiscal Year 2024 will be subject to Council approval of annual budget appropriations.

The contractor’s rates for contract years 2-5 during the term include escalation as shown in the table below.

|                    | FY2020      | FY2021      | FY2022      | FY2023      | FY2024      | 5 YR TOTAL   |
|--------------------|-------------|-------------|-------------|-------------|-------------|--------------|
| <b>Base Amount</b> | \$2,598,990 | \$2,676,563 | \$2,756,827 | \$2,839,501 | \$2,924,364 | \$13,796,245 |

|                       |             |             |             |             |             |              |
|-----------------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Contingency           | \$129,949   | \$133,828   | \$137,841   | \$141,975   | \$146,218   | \$689,812    |
| Annual Contract Total | \$2,728,939 | \$2,810,392 | \$2,894,668 | \$2,981,476 | \$3,070,582 | \$14,486,057 |

**Policy Implications**

The approval of this contract is consistent with existing policies.

**Stakeholder Engagement**

Stakeholder engagement is not applicable to this contract.

**Environmental Review**

The recommended action is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301(h) [maintenance of existing landscape].

**Attachments:**

- Attachment A - C20176920 Davey Tree Surgery Co. - Legal Reviewed05062020

**UTILITY LINE CLEARING SERVICES PROJECT**

**CITY OF PALO ALTO CONTRACT NO. C20176920**

**GENERAL SERVICES AGREEMENT**

**THIS GENERAL SERVICES AGREEMENT** (this "Agreement") is made and entered into on the 18th day of May, 2020, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation ("CITY")**, and **DAVEY TREE SURGERY COMPANY**, a Delaware corporation, located at 2617 South Vasco Road, Livermore, CA 94550, Telephone Number: (925) 443-1723 ("**CONTRACTOR**"). In consideration of their mutual covenants, the parties hereto agree as follows:

- 1. SERVICES.** CONTRACTOR shall provide or furnish the services (the "Services") described in the Scope of Services, attached at Exhibit A.
- 2. EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- "A" - Scope of Services
- "B" - Schedule of Performance
- "C" – Schedule of Fees
- "C-1" – Rate Schedule
- "D" - Insurance Requirements

***THIS AGREEMENT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.***

- 3. TERM.**  
The term of this Agreement is from May 18, 2020 to May 17, 2025 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.
- 4. SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.
- 5. COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of \_\_\_\_\_ dollars (\$) );  
**OR**
- The sum of \_\_\_\_\_ dollars (\$) per hour, not to exceed a total maximum compensation amount of \_\_\_\_\_ dollars (\$) ); **OR**
- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Fourteen Million Four Hundred Eighty-Six Thousand Fifty-Six Dollars and eighty-Eight Cents (\$14,486,056.88).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- Included in the maximum compensation amount set forth above, CITY has set aside the sum of Six Hundred Eighty-Nine Thousand Eight Hundred Twelve dollars and Twenty-Three cents (\$689,812.23) for Additional Services. If requested by CITY, CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the rates set forth in Exhibit C-1 (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Performance of and payment for Additional Services is subject to all requirements and restrictions in this Agreement.

**6. COMPENSATION DURING ADDITIONAL TERMS.**

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the

San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

**7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS"**. For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix \_\_\_ Claims for Public Contract Code Section 9204 Public Works Projects".

**This project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Appendix \_\_, attached hereto and incorporated herein.

**OR**

**This project is not a 9204 Public Works Project.**

**8. INVOICING.** Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Peter Gollinger, Dept.: Public Works, Urban Forestry Division, Telephone: (650) 496-6946. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

## **GENERAL TERMS AND CONDITIONS**

**A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.

- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.

- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification.

The provisions of this Section survive the completion of the Services or termination of this Agreement.

- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.

- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- W. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.
- X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:
- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content

paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**Y. AUTHORITY.** The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**Z. PREVAILING WAGES**

**This Project is not subject to prevailing wages.** CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than \$25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

**OR**

**Contractor is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

**AA.DIR REGISTRATION.** In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. 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 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 Agreement is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or

furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

[For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

**BB. CONTRACT TERMS.** All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

**CITY OF PALO ALTO**

**DAVEY TREE SURGERY COMPANY**

\_\_\_\_\_  
City Manager or Designee

DocuSigned by:  
*Larry Evans*  
By \_\_\_\_\_  
1F2AC466C0564AA...  
Name Larry Evans  
Title VP & General Manager  
Telephone: (925) 443-1723

**Approved as to form:**

\_\_\_\_\_  
City Attorney or Designee

DocuSigned by:  
*Erika Schoenberger*  
By \_\_\_\_\_  
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Name Erika Schoenberger  
Title General Counsel, Secretary  
Telephone: (925) 443-1723

**EXHIBIT A**  
**SCOPE OF SERVICES**

The scope of contracted work shall consist of vegetation management near City of Palo Alto utility infrastructure. Methods may include but are not limited to: tree pruning, tree removal, and weed abatement. Types of vegetation may include trees, palms, shrubs, vines, brush and grasses or weeds. Work locations may include any utility infrastructure or utility facilities within the City of Palo Alto, hereafter referred to as the City. Work shall be administered, and approved by representatives of the Department of Public Works, Public Services Division - Urban Forestry Section.

**SECTION 1 - PROVISIONS**

1.01           GENERAL CONDITIONS

Contractor shall be aware of and shall comply with the City of Palo Alto Municipal Codes governing tree work, traffic control and any other regulations that may affect operations.

It shall be understood that the Contractor will be required to perform and complete the proposed line clearance work in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract. All work shall be performed by a tree care contractor who shall be licensed by the State of California Contractors State License Board (Classification C- 61 - Category D-49) to provide such contract services within the State of California.

The General Conditions for this contract shall be in accordance with the General Provisions of the City of Palo Alto Standard Drawings and Specifications. In case of conflict, the Project Specifications shall take precedence over the City of Palo Alto Standard Drawings and Specifications.

1.02           WORK COVERED BY CONTRACT

- A.     The work of this Contract comprises the City of Palo Alto's Power Line Clearing Program located in Palo Alto, California.
- B.     The work of this Contract includes, but is not limited to, line clearing, tree removal and utility pole clearing within the city limits of Palo Alto.
- C.     The work of this Contract includes, but is not limited to, the work of the following sections:
  - 1.     Section 2 - Proposal Items.
  - 2.     Section 3 - Coordination.

3. Section 4 - Project Meetings.
4. Section 5 - Quality Control.
5. Section 6 – Job Site Requirements.
6. Section 7 - Traffic Control.
7. Section 8 - Tree Removal and Non-Exempt Pole Clearing.
8. Section 9 - Line Clearing.

**END OF SECTION 1**

## SECTION 2 – PROPOSAL ITEMS

### 2.01 CONTRACT ITEM 1 – UNIT COST LINE CLEARING WORK

- A. Measurement: This item will be measured on a per each basis as identified by the City’s Inspector, however the City will only pay for trees that are at least six (6) feet apart in a line parallel with the electrical conductors as measured at the trunk base. Trees less than six (6) feet apart shall be considered one unit and will be paid as such.
- B. Payment: This item will be paid for on a per each basis as measured above. Payment will include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing this item of work as shown on the Plans and in the Specifications.

### 2.02 CONTRACT ITEM 2 – HOURLY COST LINE CLEARING WORK

- A. Measurement: This item will be measured on a per hour basis (to the nearest quarter hour) for each two (2)-person crew. Time at the Municipal Service Center, job site(s) and travel time between job site(s) will be measured. Time used for the disposal of wood debris generated at job site(s) will not be measured. Travel time to and from Palo Alto will not be measured. Lunchtime will not be measured.
- B. Payment: This item will be paid on a per hour basis (to the nearest quarter hour) for each two (2)-person crew. A three (3)-person crew, when approved and deemed appropriate by the Project Manager, will be paid at the rate specified in the schedule of fees. Payment will include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing this item of work as shown on the Plans and in the Specifications. The City will not pay for non-productive time due to vehicle or equipment breakdowns, or lack of proper equipment to do the job. Overtime work shall only be authorized by the Project Manager. The Contractor shall charge the City no more than the minimum overtime rate required by federal and state law. Emergency crews will be paid only for the hours worked on the job, not for “standby” time, outside the normal working hours.

### 2.03 CONTRACT ITEM 3 – UNIT COST POLE CLEARING

- A. Measurement: This item will be measured on a per each basis from a list of non-exempt poles provided by the City’s Project Manager.

B. Payment: This item will be paid on a per each basis. Payment will include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing this item of work as shown on the Plans and in the Specifications.

2.04 CONTRACT ITEM 4 – UNIT COST POLE CLEARING & SPRAYING

A. Measurement: This item will be measured on a per each basis from a list of non-exempt poles provided by the City’s Project Manager.

B. Payment: This item will be paid for on a per each basis. Payment will include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing this item of work as shown in the Specifications.

2.05 ADDITIONAL WORK

Upon request from another City Department or working group, contractor may accept additional Work outside the limits of this contract. This work will be performed to the contract specifications and billed at the same unit and hourly rates listed in this contract. Invoices for these services will be submitted to the requesting City Department or working group and will be paid separately from funds other than those designated for this contract.

Some examples of potential additional work include:

➤ Utility Improvement Projects

Trees that will be impacted by development of new electric infrastructure or updates to existing electrical infrastructure requiring pruning or removal will be paid at the unit costs for the associated type of work, unless access is restricted, significant travel is required between job sites and/or the job requires specialized equipment detailed in hourly rates. All work for Utility Improvement Projects will be authorized and coordinated by the Program Manager or Urban Forester.

➤ Tree work for other Departments

Trees that belong to the City but are outside the Scope of Services for this contract. Examples might include trees effected by City facility development or improvement projects, and possible safety or security enhancement projects. All additional work for other departments will be coordinated by the Project Manager in conjunction with the requesting Department.

2.06

## ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of tree trimming or removal services during the term of this Contract. The quantities may vary depending upon the actual needs of the City. The quantities specified herein are good faith estimates of usage during the term of this Contract. The City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the quantities specified herein.

**END OF SECTION 2**

## SECTION 3 - COORDINATION

### 3.01 SECTION INCLUDES

- A. Products
- B. Hours of work.
- C. Daily schedule.
- D. Project schedule.
- E. Emergency operations.
- F. Customer notification.
- G. Post Audits.
- H. City representation.

### PRODUCTS

### 3.02 DAILY WORK REPORT FORMS

Contractor will use forms furnished by the City to report work completed. Contractor may also be asked to report work completed to the city via smart phone or tablet using a tree inventory software system designated by the City in lieu of using paper forms.

### 3.03 DOOR HANGERS

The Contractor shall provide all crews with door hangers. The door hangers are to be used to provide notification for impending work whenever a privately owned tree requires clearance. The City's Project Manager will provide the Contractor with the wording to use on the door hanger at the pre-construction conference, and will approve design of the door hanger prior to distribution.

### 3.04 VEHICLE SIGNS

The Contractor shall install signs on both sides of all trucks stating "LINE CLEARING CONTRACTOR FOR THE CITY OF PALO ALTO – CALL 496-5953" in three (3) inch size lettering.

### 3.05 EMPLOYEE ID CARDS

The City shall furnish supplemental photo identification for Crew Foreman and field personnel, showing the Contractor is working for the City.

### 3.06 HOURS OF WORK

- A. The Contractor shall limit its operations to the hours between 8:00 a.m. and 4:00 p.m. and to the days of Monday through Friday. Crews shall be at the work site and ready to start work by 8:00 a.m. Where traffic, parking or

other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff.

On occasion, a crew or crews shall be required to start work before 8:00 a.m. The City will give the Contractor a minimum 24 hours advance notice if this situation arises. If the need arises, the contractor may propose changes to work hours, any such changes must be approved in advance by the Project Manager or Urban Forester.

- B. The Contractor shall not work on City holidays. City holidays are:

January 1  
Third Monday in January  
Third Monday in February  
Last Monday in May  
July 4  
First Monday in September  
Second Monday in October  
November 11  
Thanksgiving Day  
Day after Thanksgiving  
December 25

In the event that any of the aforementioned holidays falls on a Sunday, the following Monday shall be considered a holiday. In the event that any of the aforementioned holidays falls on a Saturday, the preceding Friday shall be considered a holiday.

### 3.07 DAILY SCHEDULE

- A. The Contractor's General Foreman shall email a daily notification prior to the start of each day's work that includes a legible roster and work schedule by Line Clearance Zone and address for that day. The full name of each crew member shall be listed as well as the contact phone number for each crew.
- B. The Contractor shall arrange for daily consultation with the City's representative. Contractor shall seek prior authorization from the City if the crew(s) shift is other than the standard City work shift, are not working on a normal work day, or if quitting work prior to the normal quitting time.
- C. The Contractor shall notify the Project Manager in writing or email of changes in crew composition.
- D. The Contractor shall submit daily work reports on a City provided form (See Section 3, Part 2.01) detailing the previous day's work for each crew.

This report shall be available to the City on the following workday. The daily work report shall show the names of each crew member, the date, the line clearance zone and addresses of each work location, the number, trunk diameter and species of each tree cleared or removed, the number of person hours spent on each tree species cleared or removed and any other pertinent information required by the City. Contractor may be asked to report the same work information listed above to the city via smart phone or tablet using a tree inventory software system designated by the City in lieu of using paper forms.

E. The Contractor is responsible to report all breakdown/minor maintenance for any piece of equipment during the billable portion of the workday for both man-hours and equipment. All scheduled or incidental maintenance work on equipment will be performed outside of normal work hours on the Contractor's time.

F. Upon City request during normal work hours, the Contractor shall have an hourly line clearing crew(s) available at the requested location for emergency line clearing work within one (1) hour after receipt of the City's request. This crew(s) shall work at the standard hourly line clearing rate.

### 3.08 PROJECT SCHEDULE

A. The Contractor shall prepare the project schedule consistent with the following requirements:

1. Work shall begin no later than seven (7) calendar days after receipt of Notice to Proceed.
2. The schedule shall provide for all work to be completed on an annual basis. The number of crews supplied shall be sufficient to complete the work within the project schedule. The Contractor shall increase or decrease the number of crews as directed by the Project Manager to meet seasonal changes in vegetation growth, fire hazard protocols, or issues related to the geography of the area.
3. Unit and hourly work in each line clearance zone shall be completed within ten (10) days of a mutually agreed upon deadline for completion. All work shall be completed to the satisfaction of the Project Manager before work commences in the next map zone.
4. Vegetation near electric conductors and non-exempt poles in the foothills area shall be cleared in the three to four weeks prior to the start of fire season, (typically June 1 through October 31). Please refer to drawing A-7 for a diagram of desired line clearance distances in the Foothills area. The area within a 12' radius of the conductors should remain clear of vegetation. In addition, the area above the conductors vertically, starting 4 ft to either side, should

remain clear of overhanging vegetation. These clearance standards shall be maintained through the course of the fire season. Any exceptions to these distances must be approved by City staff.

5. Should the Contractor be delayed by development of unanticipated changes, modifications or alterations made by the City, completion deadlines may be extended, but the Contractor shall have no claim for damages due to any such delay.
- 
- B. The Contractor will be issued work packages by City personnel. The Contractors are expected to perform their own inspection upon receiving City work packages to ensure the prescription complies with all regulatory requirements and/or City standards. If the Contractor determines that the pre-inspector's work prescription does not, in fact, meet all regulatory requirements and/or City standards, the Contractor must notify the City representative. The Contractor is responsible for noting any changes on the work order request. The Contractor must make notification to City representative and customer for any added trees, unless directed otherwise by a City representative. Removals added must be in accordance with City vegetation management standards and codes. The Contractor must obtain a signed removal form, provided by the City, by the property owner for all added removals.

### 3.09. EMERGENCY OPERATIONS

- A. Although normal work hours will be Monday through Friday, 8:00 a.m. to 4:00 p.m., the Contractor shall have available sufficient skilled personnel and equipment to perform all work activities covered under this contract, 24 hours a day, seven days a week, and in all types of weather.

In the event of an emergency, the Contractor shall respond within two (2) hours of being notified by the City. The City will indicate that the work to be performed is an emergency. Communication with the Contractor shall be verbal, telephone/cell phone, two-way radio or email.

Should an emergency occur, the Contractor may or may not be contacted by the City to assist with emergency clearing of trees, limbs, and root balls.

The City will notify the Contractor the location of road(s), section of road(s), or outlying areas for clearing. The Contractor will be responsible for clearing all locations as notified by the City.

All emergency pruning and tree removal services shall be in accordance with the procedures referenced in this Scope of Services, Sections 9.05 and 8.05.

The Contractor may charge no more than the minimum overtime rates as they relate to all laws and regulations in the California Fair Labor Standards Act for emergency call-outs.

- B. The Contractor shall provide the City with up to five (5) hourly line clearing crews including one (1) supervisor for emergency service after the normal work hours of 8:00 a.m. to 4:00 p.m. when requested by the Project Manager.
- C. The Contractor shall provide the City with a current call-out list of all contract personnel and phone numbers. This list shall be updated any time there are personnel changes.
- D. The Contractor's General Foreman shall be responsible for coordinating call-out personnel with the Project Manager.

### 3.10 CUSTOMER NOTIFICATION

- A. For Utility Line Clearance Services, the City or its designated representative shall be responsible for all initial property owner contact associated with completion of this work. Any subsequent customer/property owner contact by the contractor shall comply with the following conditions:
  - 1. Any line clearance work done without property owner notification must have approval of the City representative prior to start of work.
  - 2. Verbal notification of the property owner for routine line clearance work may be sufficient. If the property owner is not home, a notification card may be left on the door. Notification cards shall not be placed in any U.S. mailboxes. Notification cards shall only be used where the owner is likely to be present on site on a regular basis.
  - 3. The Contractor shall provide notification to residents whenever a privately owned tree requires clearance. A door hanger shall be left at the property if verbal contact is not made. Door hangers shall be left a minimum of twenty-four (24) hours in advance of the work.
  - 4. Absentee owners may be notified by mail or by phone. In the case of industrial, municipal, county, state, or large private holdings, the individual in the employ of the owner who is responsible for the vegetation to be cut or trimmed is considered to represent the interest of the owner. Notification to such caretakers,

grounds maintenance supervisors or other responsible individual is an acceptable contact.

5. Removal of private trees requires the specific consent of the property owner. Contractor is to assure permission for complete tree removal has been obtained.

6. Contractor shall maintain a written note of all property owner notification by personal contact, letter, telephone call, and notification card on the work order for that location unless directed otherwise by the City's Project Manager. The note on the work order shall include a record of the date of initial contact, party contacted, method of contact, any agreements reached and any follow-up conducted. The City will provide the Contractor with a work package of pre-notified work locations with work orders for each location.

7. If, after given such notice, the property owner raises objection to the proposed vegetation maintenance work, the Contractor shall make every reasonable effort to reach an agreement with such owner and carry out the provisions of the specifications. In the event that an owner refuses to permit line clearance work to the extent herein specified, the Contractor shall advise the City's representative of the circumstances involved and suspend operations on the customer's property. The City will respond to the property owner's concerns in a timely fashion, and shall resolve the situation. The City will notify the Contractor when resolution of the property owner's concern is reached, and work may resume on the suspended site.

- B. The Contractor shall notify adjacent properties of rear line clearing operations prior to the commencement of work, if their property will be impacted or affected in any way.
- C. If a property owner or resident will not allow the Contractor to perform the assigned work in compliance with all regulatory requirements and/or City standards the Crew Foreman is expected to report this refusal to his/her General Foreman, and record the date of the refusal at the bottom of the work order. The General Foreman shall make personal contact with the property owner or resident and attempt to resolve the concern and schedule a crew to perform the prescribed work. If the General Foreman cannot convince the property owner or resident to allow the work to be performed, the General Foreman will return the work request to the City representative. The General Foreman shall attach notes related to the customer concern, dated and signed, to the work request.

### 3.11 POST AUDITS

The Contractor must perform its own post job audits to confirm that it has performed all tasks required on the work order. Post job audits will also be performed by the City. In the event that work was not completed in accordance with the work order and/or City specifications, the Contractor shall re-perform the work at no additional cost to the City. In addition, the City may require the Contractor to provide documented proof of all work post-audited by contract management. Post-audits are likely to increase if any part of completed work is considered out of compliance standards and/or City specifications.

### 3.12 CITY REPRESENTATION

- A. The Project Manager will appoint an agent or an employee to represent him/her on the job site. Such representative, acting within the scope of duties assigned, will provide the following services and assistance:
1. Coordination between Project Manager and Contractor.
  2. Review of the Contractor's performance of the Work.
  3. Interpretation of the Plans, Specifications and Contract Documents.
  4. Review of Contractor's progress payment estimates.
  5. Distribution of work packages to the Contractor.
  6. Coordination between the Contractor and City Electrical Operations representatives to ensure safety of Contract workers.
  7. Determination, coordination, direction and authorization of tree removals including but not limited to: protected species, "make-safes", and Right-tree-right-place (RTRP) candidates.

**END OF SECTION 3**

## SECTION 4 - PROJECT MEETINGS

### 4.01 SECTION INCLUDES

- A. General information
- B. Pre-construction conference.
- C. Monthly project meetings.

### 4.02 GENERAL

- A. MINUTES - The Project Manager will compile minutes of the pre-construction conference and each monthly meeting and will distribute copies to the City and the Contractor.
- B. REPRESENTATION - Contractor representative(s) attending meetings shall be qualified and authorized to act on behalf of the Contractor.
- C. SUBMITTALS - The Contractor shall submit a list of personnel, their qualifications and equipment to be used on this project as outlined in Section 5 'Quality Control' to the Project Manager for review and approval seventy-two (72) hours before the pre-construction conference. The equipment list shall include make, model and year of vehicles; aerial lift height, chipper box capacity; tools and safety equipment for each crew.
- D. SPECIAL EQUIPMENT - The Contractor should also include on list above any specialized equipment and operators that would be available for non-routine work.

### 4.03 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor and the Contractor's General Foreman shall attend a pre-construction conference within fourteen (14) calendar days after Award of Contract to discuss the Scope of Services and sequence of operations.
- B. The pre-construction conference will be held at the Public Works Operations office, Building C of the Municipal Service Center, 3201 East Bayshore Road, Palo Alto.

### 4.04 MONTHLY PROJECT MEETINGS

- A. The Contractor and the Contractor's General Foreman shall attend monthly project meetings and specially called meetings throughout progress of the Work.

- B. Pre-approved time and material request forms for removals, particularly hazardous tree work, and non-typical pruning including crown reductions, overhangs, make-safes, or any hourly work requiring non-auto or shut-offs by the City will be submitted and discussed at these meetings.
- C. The monthly project meetings will be held at the Public Works Operations office, Building C of the Municipal Service Center, 3201 East Bayshore Road, Palo Alto or at field locations designated by the Project Manager.

**END OF SECTION 4**

## **SECTION 5 - QUALITY CONTROL**

### 5.01 SECTION INCLUDES

- A. Company requirements.
- B. Personnel requirements.
- C. Storm response requirements.
- D. Equipment requirements.
- E. Communication device requirements.

### 5.02 COMPANY REQUIREMENTS

- A. In order to be considered for Contract award, the Contractor must be able to demonstrate that they currently provide, or has provided Utility Trimming & Removal Services that are similar in size and scope to this Contract. The Contractor must have five (5) references documenting previously performed Utility Tree Trimming & Removal Services in the state of California, and shall provide these references with their proposal submittal. References provided shall be current and not from an immediate family member of Contractor, any employee of the Contractor, or of the City. Failure to provide the requested documentation may result in disqualification of Contractor's proposal. The City will be the sole judge as to whether the services performed for the references are similar to the scope of services contained herein, and whether the Contractor is capable of performing such services.
- B. Contractor shall have at least ten (10) years of current experience performing contract line clearing work in the state of California. Contractor's local management staff shall be completely qualified to perform the work of this contract and have a minimum of five (5) years current experience performing line clearing contract work in the state of California. Contractors shall provide proof of line clearing experience in the state of California with their proposal submittal. Failure to provide the requested documentation may result in disqualification of Contractor's proposal.
- C. Prior to award of Contract, the City of Palo Alto reserves the right to inspect the Contractor's current place of business to evaluate equipment condition, capabilities, staff experience, training, and storage capabilities as they relate to the performance of this Contract.
- D. Contractor shall have sufficient labor and equipment resources to perform the work of this project in a safe and efficient manner. Contractor shall have a minimum crew capacity of five (5) crews with the ability to bring an additional five (5) crews and sufficient equipment for unforeseen issues

(such emergency response) within 24 hours of request, at the discretion of the City. Contractors shall provide proof of sufficient labor and equipment resources as requested in this section to perform the work of this project with their proposal submittal. Failure to provide the requested documentation may result in disqualification of Contractor's proposal.

- E. Contractors' local office shall be located within 100 miles and Contractor's yard shall be located within 20 miles of the City of Palo Alto's city limits.
- F. The Contractor and/or its employees shall not solicit and/or perform private tree work within the city limits of Palo Alto for the duration of this Contract. Violation of this provision may be cause for termination of this Contract.

### 5.03 PERSONNEL REQUIREMENTS

- A. **GENERAL FOREMAN** - All work shall be performed under the supervision of the Contractor's thoroughly experienced and qualified General Foreman. He/she shall be an International Society of Arboriculture (ISA) Certified Arborist, have a minimum of five (5) years' experience as a utility line clearance tree trimmer or equivalent, and be line clearance certified through an OSHA approved program or equivalent. Equivalent experience will be accepted at the discretion of the City's Project Manager. The General Foremen shall also have at least five (5) years' experience overseeing utility line clearing tree work and shall be on the Project site at all times. The General Foreman will be subject to the approval of the Project Manager.

The General Foreman shall ensure crew proficiency (professional quality) and efficiency (productivity and neatness) and shall make all personnel, equipment, and work method changes required to correct deficiencies identified by his/her own observations or by the City's designated representative. The General Foreman shall be dedicated to the Contractor's line clearance operation on Palo Alto's system and shall not be assigned responsibility for any other work while the Contractor has crews at work on the City's system.

The person designated as General Foreman shall have direct charge of the work and shall be authorized to accept and execute all orders and directives issued by the Project Manager. The General Foreman shall be readily available for consultation with the Project Manager and City's representative.

The Contractor shall not change its designated General Foreman without written notification to the City seventy-two (72) hours in advance. The new General Foreman must have the required credentials and meet the

experience requirements listed in this section and will be subject to the approval of the Project Manager.

Breach of these provisions may constitute just cause for suspension of the Work until a qualified and acceptable Foreman is assigned to the Project.

- B. CREW - Each crew shall consist of a Crew Foreman and a Climber, or a Crew Foreman, Climber and Groundsman when deemed necessary.

The Crew Foreman must be an ISA Certified Tree Worker/Climber Specialist or achieve Arborist certification status within a reasonable amount of time after contract award. He/she shall be line clearance certified through an OSHA approved program, have a minimum of five (5) current years' experience as a utility line clearance tree trimmer, and a minimum of three (3) years' experience as a line clearing crew Foreman. Equivalent experience will be accepted at the discretion of the Project Manager.

The Climber shall have a minimum of three (3) years of experience in line clearance tree work, have certified documentation, and meet CAL OSHA requirements to work within 10 feet of energized conductors. The Climber will be under the direction of the Crew Foreman and must be familiar with Contractor's work practices and safe work procedures, as well as the City's standards, and specifications. The Climber will have knowledge of and understand all applicable state regulations and the use of all tools and equipment related to utility tree work.

The Groundsman will be under the direct supervision of a Crew Foreman or Climber. The Groundsman will not trim trees near energized conductors. The Groundsman will be expected to work safely moving and stacking brush, raking, chipping brush, controlling traffic and other tree related duties as directed by the Crew Foreman or Climber.

The competency of crew personnel shall be maintained through regular training by the Contractor emphasizing *Best Management Practices*, *Utility Pruning of Trees* ISA publication, ANSI A300 Pruning Standard-Part 1, and ANSI Z133 Safety Standard. A copy of *Best management Practices*, *Utility Pruning of Trees* ISA publication shall be in each crew truck.

- C. Contractors shall provide with their proposal submittal copies of all certifications, degrees, or any other requested documentation that provide evidence of their General Foreman and Crew's experience and certifications. Failure to provide the requested documentation may result in disqualification of Contractor's proposal. All certifications and degrees shall be current at the time of Contract award and shall remain current and up to date throughout the life of the Contract.

- D. The Contractor shall furnish all employees with a company picture identification card and company uniform to be worn during the course of this Project. The City shall furnish supplemental photo identification for Crew Foreman and field personnel, showing the Contractor is working for the City. See Section 3.05.
- E. The General Foreman and Crew Foreman must be able to speak and write English and receive and communicate to the crew and property owner's instructions and information relevant to the work order.
- F. If the Project Manager finds the Contractor's employee to be unsatisfactory, the Contractor shall replace that employee immediately.

#### 5.04 STORM RESPONSE

The Contractor is required, as a part of this RFP, to submit a storm plan. The plan shall address, but not be limited to, information detailing the resources the Contractor has available and the probable response time necessary to mobilize said resources at the City's request in the event of a storm. Crew assigned to the City shall not be reassigned to storm duty to other utilities without the City's specific approval.

The City will compensate the Contractor at the rates and overheads, complying with all laws and regulations related to the California Fair Labor Standards Act, not-to-exceed twice the normal contractor rates. When crews are dispatched for storm work, equipment for proper response, in addition to required tooling, shall include, but not be limited to: hand held spotlight (minimum 200,000 candle power), flares, sufficient petty cash, rigs totally operational and fully fueled. Contract crews should be assembled and responding in less than 120 minutes from time of call by City representative.

#### 5.05 EQUIPMENT REQUIREMENTS

- A. Contractors equipment must be the size and type required to perform the work described within this specification. The Contractor shall service and maintain all equipment in excellent operating condition. Servicing and maintenance shall be carried out on the Contractor's own time and expense. No repair work shall be performed at the City's expense.
- B. Contractors shall provide with their proposal submittal an equipment inventory list. Failure to provide the requested documentation may result in disqualification of Contractor's proposal. The City will also require acceptable evidence of the prospective Contractor's ability to obtain

required resources. This shall be a commitment or explicit arrangement in existence at the time of a site-visit by the City of the Contractor's facility, to rent, purchase, or otherwise acquire the needed equipment or other resources to adequately perform the Scope of Services.

- C. Each hourly crew shall be equipped with an aerial lift truck with 55 feet working height and chipper body with a minimum capacity of eight (8) cubic yards, large disc/drum self-feeding, high-powered chipper designed to chip large material, one (1) long extension ladder, (20' or greater), three (3) chainsaws (two with 14 inch bar minimum, one with 22 inch bar minimum), two (2) manual pole pruners, one (1) pole saw, one (1) Sheave block (4" minimum), climbing and personal safety gear, traffic control equipment to perform the work, one (1) set of portable lighting and flares sufficient to support effective emergency work after dark, one (1) leaf blower, 1 Diameter tape (d-tape) for measuring the diameter of limbs and trees, 1 Aerosol can of water-based, Lead free, VOC compliant marking paint. A flatbed aerial lift truck may be used if a separate chipper truck is provided.
  
- D. Each unit crew shall be equipped with a chipper truck with a minimum eight (8) cubic yard capacity, large disc/drum self-feeding, high-powered chipper designed to chip large material , one (1) long extension ladder (20' or greater) two (2) chainsaws, two (2) pole pruners, one (1) pole saw, climbing and personal safety gear, and traffic and safety control equipment, one (1) set portable lighting and flares sufficient to support effective emergency work after dark, one (1) leaf blower, 1 diameter (D-tape) for measuring the diameter of limbs and trees, 1 aerosol can of water-based, Lead free, VOC compliant marking paint.

Contractor should have available upon request additional aerial lift equipment for tasks that require special equipment such as a 70 and/or 100 foot lift as referenced in Proposal Item Schedule.

- E. Crews working in the foothills area shall carry all required fire-fighting tools, including, but not limited to, a shovel, Pulaski and backpack fire-fighting pump in addition to their line clearing tools. Clearing around non-exempt poles will require a gas powered weed trimmer.

## 5.06

### COMMUNICATION DEVICE REQUIREMENTS

The General Foreman and Crew Foreman or equivalents must have more than one mode of communication in the field at all times such as a smart phone and two-way communication device. Smart phones will be used to facilitate communications in the field and with City personnel. The City of Palo Alto may request to utilize this technology for the transfer of electronic documents including, but not limited to, PDFs, shop papers, work request

tags, tree inventory data, and complaints. The City would also request that all information sent electronically follow all of the City's privacy and confidentiality requirements.

**END OF SECTION 5**

## SECTION 6 - JOB SITE REQUIREMENTS

### 6.01 SECTION INCLUDES

- A. Job site safety.
- B. Protection of property.
- C. Protection of utilities.
- D. Site use and maintenance.
- E. Water facilities

### 6.02 JOB SITE SAFETY

- A. The Contractor shall be solely and completely responsible for job site conditions and safety during the term of the Contract. This obligation shall include the safety of all persons within or affected by the line of construction and all public and private property affected by the Work.

The Contractor's responsibility shall be continuous and not be limited to working hours or days, and shall not cease until formal acceptance of the Work by the City except that if the City should make partial acceptance of the Work, the Contractor's responsibility for the portion of the Work so accepted shall thereupon cease, except for latent errors in the Work or faulty construction. The Contractor shall defend, indemnify, and hold harmless the City, its officers, consultants, agents and employees, from any and all liability, real or alleged, resulting from the Contractor's operations, except for liability arising from the sole negligence of the City, et al.

### 6.03 PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the protection of all improvements on both public and private property within and adjacent to the work area and shall take all precautions necessary to prevent damage to such improvements.

The Contractor shall provide plywood and supports as needed to provide adequate protection at designated sites.

Contract crews shall take care in removing branches from private property to prevent damage to house siding, fences and gates.

Limbs and trunk sections that cannot be easily controlled by hand shall be lowered by rope or cut into smaller pieces to prevent damage to improvements.

- B. The Contractor shall report all damage to public and private improvements to the Project Manager within one (1) hour of the time the damage occurs. The Contractor shall notify the owner of damaged private improvements in writing the same day.
- C. The Contractor shall repair or replace all damaged improvements in a manner satisfactory to the Project Manager and any private property owner involved. The Contractor shall complete the repair or replacement, at Contractor's expense, within seventy-two (72) hours from the time damage occurs.
- D. Improvements shall include, but not be limited to, turf, trees, vegetation, pavements, irrigation systems, fences, and structures.

#### 6.04 PROTECTION OF UTILITIES

- A. The Contractor shall be responsible for the protection of all utilities on both public and private property within and adjacent to the work area and shall take all precautions necessary to prevent damage to such utilities.
- B. The Contractor shall report all damage to public and private utilities to the Project Manager and the respective utility company within one (1) hour of the time damage occurs. The Contractor shall notify the resident and owner of any property affected by a damaged utility within one (1) hour of the time damage occurs.
- C. The City will repair City utilities damaged by Contractor's operations. The cost of repairs performed by the City will not be deducted from the Contract price, but shall be paid independently by the Contractor to the City.
- D. The Contractor shall repair or replace all non-City utilities damaged by its operations, at Contractor's expense. The Contractor shall complete repair or replacement of all essential utilities (including telephone, electrical, water and gas) the same day damage occurs. All other repair or replacement shall be completed within seventy-two (72) hours of the time damage occurs.
- E. Utilities shall include, but not be limited to, water, gas, sanitary sewer, storm drain system, electrical power, street lighting, traffic signals, signal detector loops, telephone, cable television, fiber optic, and any other City or private overhead or underground facilities.

6.05 SITE USE AND MAINTENANCE

- A. The Contractor shall clean the work area, at the end of each working day, to a condition at least equal to that which existed before the start of work.
- B. The Contractor shall remove all equipment and materials from City property at the end of each working day, and at other times when the work is suspended for any reason. The Contractor shall not use City property for the overnight storage of equipment and materials.
- C. The Contractor shall not use private property within the City limits of Palo Alto for the storage and staging of equipment and materials without written agreement of the property owner. The Contractor shall submit a copy of the agreement to the Project Manager.

6.06 PROVIDE WATER FACILITIES

- A. The Contractor shall provide and maintain adequate drinking water facilities at locations easily accessible to workers during working hours.
- B. The Contractor shall provide all water necessary for performing the work.
- C. The Contractor shall not use residential or business water services for any purpose.

**END OF SECTION 6**

## SECTION 7 - TRAFFIC CONTROL

### 7.01 SECTION INCLUDES

- A. Traffic control devices
- B. Provide traffic control.
- C. Post “No Parking” signs.

### 7.02 REFERENCES

- A. The current edition of the Standard Specifications of the Department of Transportation, State of California, hereinafter referred to as the Caltrans Standard Specifications.
- B. The current edition of the California Manual on Uniform Traffic Control Devices PART 6 - Temporary Traffic Control of the Department of Transportation, State of California, hereinafter referred to as the California MUTCD.

### 7.03 TRAFFIC CONTROL DEVICES

- A. Cones: 28" high and conforming to Section 12-3.10 of the Caltrans Standard Specifications and Section 6F.64 of the California MUTCD
- B. Barricades: Type II and III conforming to Section 6F.63 of the California MUTCD. Each barricade shall be equipped with a Type A low intensity flashing warning light conforming to Section 6F.83 of the California MUTCD.
- C. Signs: Portable signs and bases conforming to Section 12-3.06 of the Caltrans Standard Specifications and Chapters 6F and 6H of the California MUTCD. Signs shall not be mounted on barricades or vehicles.
- D. Flashing Arrow Signs: Solar and/or battery powered and conforming to Section 6F.61 of the California MUTCD.
- E. Flagger Equipment: Conforming to Chapter 6E and Section 6F.31 of the California MUTCD.
- F. Tape: 3 inches wide, yellow vinyl barrier tape with black letters stating “Caution”.
- G. “No Parking” signs: Furnished by the City.

7.04

PROVIDE TRAFFIC CONTROL

- A. The Contractor shall provide traffic control for all operations and shall conduct all operations so as to cause the least possible obstruction and inconvenience to the general public and vehicle, bicycle and pedestrian traffic.
- B. The Contractor shall furnish, place and maintain all necessary traffic control devices during its operations in conformance with the applicable requirements of this section and the California MUTCD.
- C. The Contractor shall notify the City of Palo Alto Police Department - Communication Division at (650) 329-2413 on a daily basis of significant traffic control measures. All scheduled work that involves lane closures shall be reported to the Project Manager a minimum of 24 hours in advance for posting to the city's online lane closure map.
- D. The Contractor shall use a flashing arrow sign for lane closures on multilane streets and shall restrict lane closures on multilane streets to the hours of 9:00 a.m. to 4:00 p.m.
- E. Specific traffic control procedures shall include, but not be limited to, the following:
  - 1. Partial street closure, maintain two-way traffic, provide flaggers and one traffic lane: This type of traffic control shall be used for partial closures extending either the full length or a portion of the length of a street. Part of the street shall be coned off, leaving a minimum width of twelve (12) feet open for traffic. The Contractor shall maintain two-way traffic on this street by utilizing at least two flaggers. The flaggers shall allow one direction of traffic at a time to travel in the one remaining twelve (12) foot lane. Traffic control signs shall be placed in appropriate locations at, in advance of, and after the closure. Cones shall be used to separate the traffic from the work zone.
  - 2. Partial street closure, maintain two-way traffic, provide two traffic lanes: This type of traffic control shall be used for partial closures extending either the full length or a portion of the length of a street. Part of the street shall be coned off, and two-way traffic shall be maintained at all times by dividing the remainder of the street into two twelve (12) foot wide traffic lanes. Traffic control signs shall be placed in appropriate locations at, in advance of, and after the closure. Cones shall be used to separate the traffic from the work zone.

3. Full lane closure on multilane street, maintain two-way traffic, provide two traffic lanes minimum: This type of traffic control shall be used for lane closure on a multilane street extending either the full length or a portion of the length of a street. The lane shall be coned off, and a flashing arrow sign and cone taper used to shift traffic into the adjacent lane. Traffic control signs shall be placed in appropriate locations at, in advance of, and after the closure. Cones shall be used to separate the traffic from the work zone.

7.05 POST “NO PARKING” SIGNS

- A. The Contractor shall post “No Parking” signs at all vehicle parking areas within or adjacent to the work zone, and at other locations where parking restrictions are required for traffic control, access or safety.
- B. The Contractor shall post “No Parking” signs seventy-two (72) hours before the start of work. If the start of work is on a Monday, then the signs shall be posted on the preceding Thursday.
- C. The Contractor shall fill in the appropriate blanks on the signs, including the notification date and time, and the preparer’s initials.
- D. “No Parking” signs shall be posted on both sides of barricades placed at intervals of no greater than fifty (50) feet. Barricades shall be placed in the street or in the planter as close to the street as possible. Barricades shall be removed from the work area on the same day that the work is completed.
- E. Vehicles, which remain parked in violation of correctly posted “No Parking” signs, will be towed away under the direction of the City of Palo Alto Police Department. The Contractor shall be responsible to request towing by contacting the CPAPD – Traffic Division at (650) 329-2683. If the “No Parking” signs have not been posted correctly and a vehicle is towed, the contractor shall be liable for the cost of towing.
- F. If work is not completed as indicated on the signs the Contractor shall re-post signs with updated information. The Contractor shall fully maintain the posted “No Parking” signs during the time of posting through the end of construction for the work area.

**END OF SECTION 7**

## SECTION 8 - TREE REMOVAL/NON-EXEMPT POLE CLEARING

### 8.01 SECTION INCLUDES

- A. Products
- B. Tree removal.
- B. Non-exempt pole clearing and spraying.
- C. Debris removal.

### 8.02 REFERENCES

- A. The current edition of the Manual of Traffic Controls for Construction and Maintenance Work Zones of the Department of Transportation, State of California, hereinafter referred to as the CalTrans Traffic Control Manual.
- B. Power Line Fire Prevention Field Guide (current edition)  
California Department of Forestry and Fire Protection  
1416 Ninth Street  
Sacramento, CA 94244
- C. California Department of Pesticide Regulation  
1001 I Street  
Sacramento, CA 95814

### PRODUCTS

### 8.03 EQUIPMENT

- A. Barricades: Type II conforming to Section 5-05.6 of the CalTrans Traffic Control Manual. Each barricade shall be equipped with a Type A low intensity flashing warning light conforming to Section 5-05.8 of the CalTrans Traffic Control Manual.
- B. Tape: 3 inches wide, yellow vinyl barrier tape with black lettering stating "Caution".

### 8.04 HERBICIDES & TREE GROWTH REGULATORS

- A. Contact & Cut Stump: glyphosate or triclopyr (Common trade names: Round-Up and Garlon) or equivalent herbicide registered for use in California and approved by the Project Manager.

- B. Pre-emergent: indaziflam (Common trade name: Esplanade 200SC) or equivalent registered for use in California and approved by the Project Manager.
- C. Tree Growth Regulator: paclobutrazol (Common trade name: Profile 2SC) or equivalent registered for use in California and approved by the Project Manager.

8.05 TREE REMOVAL

- A. The Contractor shall remove trees at the direction of the Project Manager. All tree removals must comply with the specifications listed in the most current version of the City of Palo Alto's Tree Technical Manual. The Contractor shall have copies of valid documentation and/or permits at the job site when performing work on protected trees.
- B. Specific addresses/locations will be given to the Contractor for trees marked for removal. If the physical address/location is not available, the tree(s) to be removed will be plainly marked by the City with a pre-determined color of paint.
- C. In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the most current revision of ANSI A300 and ANSI Z133 Safety Standard (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is under control at all times.
- D. After all limbs have been removed which might contact high-voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communication lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings. If a tree must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.
- E. If there is danger that the trees being felled could fall in the wrong direction or damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. The Contractor shall use recognized forestry rigging practices as stating in the most current revision of ANSI Z133 (encompassing OSHA work-site safety regulation).
- F. Due to the danger of trees falling in an unexpected direction, even though the cut is made on the proper side, the Contractor shall take precaution in roping trees, most especially those which are diseased, rotten or rotting,

split, or in appearance to be visibly weak. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI Z133 (encompassing OSHA work-site safety regulation).

- G. Ropes shall be used to lower all limbs of sufficient size to cause damage to other trees or surrounding public or private property.
- H. Before any trees are felled, workmen, other than those operating the felling equipment or giving directions to the workmen involved, shall move and remain clear of the danger zone. Any and all workers who are within the danger zone shall adhere to the safety guidelines as required by the most current revision of ANSI standards, OSHA, and any other governing policy, ordinance, standard, or law. The danger zone is that sector of the felling-area in which the tree(s) could fall. The size of the danger zone shall be determined by the Contractor upon consideration of all pertinent factors relative to the tree removal operation. Ample warning shall always be given prior to the tree falling and all workmen must stand clear in case the tree springs from the stump while falling. Prior to felling any trees, the Contractor shall clear away all brush, debris, or equipment that is not required or needed for felling of the tree.
- I. Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact the City for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of the City.
- J. Chippers shall only be run at 15-20 minute intervals. In order to minimize offensive noise, chippers shall not be run continuously.
- K. The stumps of all removed trees shall be cut as close to grade as possible. Upon City approval, the Contractor shall treat it with a City-approved growth inhibitor to prevent re-sprouting.
- L. The work shall include removal and disposal of brush and debris generated by said work. Debris resulting from tree removal work shall be sorted as chips and wood, and shall be removed from the work site daily. Chips and wood free of trash shall be disposed of at the City of Palo Alto's Municipal Service Department, located at 3201 East Bayshore Road. The Contractor will be supplied with free passes for this purpose by the Project Manager. All waste material regulations will apply to debris deposited by the Contractor.

The City reserves the right to decline debris disposal at this location for any reason throughout this contract, and will assist the Contractor with alternate

waste material area and chip dump locations whenever possible. If an alternate location cannot be identified, waste material shall be disposed of at the Contractor's expense at a location approved by the City.

- M. Unchipped wood shall be cut into sections not to exceed eighteen (18) inches in any dimension and shall be disposed of as follows:
  - 1. Wood requested by the resident shall be neatly stacked on the resident's property.
  - 2. Wood not requested by the resident shall be delivered to a specified area in Palo Alto's Municipal Service Center Nursery.
  - 3. Wood and debris not accepted by the City, such as palm fronds, trunk pieces, elm wood, ivy and other debris shall be disposed of appropriately at a City approved location by the Contractor. The City shall reimburse the Contractor for this work based on Green Waste Disposal rates provided by the Contractor in the Proposal Item Schedule.
  
- N. Contractor shall comply with all Federal, State and County regulations for pests, including, but not limited to, Sudden Oak Death (SOD) and Light Brown Apple Moth. Contractor shall follow the *Sudden Oak Death Guidelines for Arborists* (California Oak Mortality Task Force, 2008) when working in SOD areas in order to limit the spread of this disease.

#### 8.06 NON-EXEMPT POLE CLEARING AND SPRAYING

- A. The Contractor shall mechanically clear and, in specified locations, chemically treat the area around non-exempt utility poles as defined in the California Department of Forestry and Fire Protection's *Power Line Fire Prevention Guide (current edition)* and in conformance with the approved schedule.
  
- B. A ten (10) foot radius shall be cleared around the pole to mineral soil. In addition, poles shall be cleared of all adjacent vegetation in a ten-foot radius, from grade to eight (8) feet above grade.

All vegetation cleared from the area described above shall be removed from the work site daily. Waste material shall be disposed of at the Contractor's expense at a location designated and/or approved by the City. The Project Manager may, on a case by case basis, allow the Contractor to lop and scatter the cut vegetation outside the ten (10) foot radius cylinder.

- C. Contact and pre-emergent chemical applications shall be made around

selected non-exempt poles, when requested by the City, within the ten (10) foot radius. The herbicides used shall be registered for this use and approved by the Project Manager.

1. The Contractor shall provide trained (in accordance with California Department of Pesticide Regulation requirements) individuals for this application work and a vehicle(s) capable of driving on steep, unpaved roads. The Contractor shall also provide all the necessary protective gear and equipment as required by the California Department of Pesticide Regulation.
2. Contractor shall be responsible for registering with the Santa Clara County Department of Agriculture, writing Pest Control Recommendations and filing all Pesticide Use Reports. The City will provide the Contractor with the City's operator identification number and may provide the Contractor with written Pest Control Recommendations.
3. Contractor shall provide the City with a copy of all Pest Control Recommendations written for this work prior to any herbicide application. The Contractor shall also provide the City with the name and amount of the material applied, application date, location and target species. The City will provide a form for this reporting.
4. Contractor shall be knowledgeable of local conditions, such as Groundwater Protection Zones (GPZ) or ground water contamination areas.

**END OF SECTION 8**

## SECTION 9 - LINE CLEARING

### 9.01 SECTION INCLUDES

- A. Products
- B. Pruning standards.
- C. General pruning specifications.
- D. Electrical line clearing specifications.
- E. Debris disposal.
- F. Pest Control.

### 9.02 REFERENCES

- A. International Society of Arboriculture (ISA)  
P.O. Box 3129  
Champaign, IL 61826
- B. American National Standards Institute, Inc. (ANSI)  
11 West 42nd Street  
New York, NY 10036
- C. General Order 95 (May 2018) or current edition  
California Public Utilities Commission
- D. Power Line Fire Prevention Field Guide (2008) or current edition  
California Department of Forestry and Fire Protection  
1416 Ninth Street  
Sacramento, CA 94244
- E. Migratory Bird Treaty Act of 1918

### PRODUCTS

### 9.03 DISINFECTANT

- A. Contact spray: Lysol or equivalent approved by the Project Manager.

### 9.04 GUY GUARDS

- B. Guy guards: Four (4) foot with bolts at each end, furnished by the City.

### 9.05 PRUNING STANDARDS

- A. Pruning shall conform to the techniques and standards specified in ANSI A300 (Part 1) - 2017 (*Tree, Shrub and Other Woody Plant Maintenance - Standard Practices*).
- B. Climbing spurs shall not be used on any tree to be pruned except in an emergency situation (such as aerial rescue) or when authorized by the Project Manager.
- C. Pruning tools shall be sterilized with disinfectant before and after pruning any elm tree.
- D. Contractor shall adhere to all restrictions of the Migratory Bird Treaty Act of 1918 as they apply to the work of this contract.

9.06 ELECTRICAL LINE CLEARING SPECIFICATIONS

- A. Drop crotch pruning is the preferred method of line clearing. When cutting a limb back to a lateral, the lateral should be at least one-third (1/3) the diameter of the limb being cut.
- B. When line clearing using the V-cut method for large trees directly under the lines, prune to a suitable lateral below the conductors.
- C. When line clearing adjacent elm trees, Contractor's crews shall sterilize all cutting tools with disinfectant before clearing the next elm tree.
- D. Trees that have grown within one foot (hazard distance) of 120-240 volt, within 3 feet (hazard distance) of 2,400 volt-12kV, or within 10 feet (hazard distance) of 60 kV electrical lines shall be line cleared. These trees shall be cut to the following radial clearance distances (Drawings A1 and A2):

| Line Type    | Voltage        | Hazard Distance         | Clearance Distance    |
|--------------|----------------|-------------------------|-----------------------|
| Transmission | 60 kV          | Less than ten (10) feet | Ten (10) feet or more |
| Primary      | 2,400V to 12kV | Three feet (3) feet     | Six (6) feet          |
| Secondary    | 120 to 240V    | One (1) foot            | Three (3) feet        |

- 1. Fast growing species located under or adjacent to primary conductors may require line clearing at hazard distances greater than

shown in the table above. The Project Manager will identify such trees.

2. At all times, trees shall be kept a radial minimum distance of eighteen (18) inches away from all conductors of 750 to 22,500 volts (see General Order 95 of the California Public Utilities Commission for voltage clearance distance minimums).
  3. Vegetation shall be kept one (1) foot away, radially, from fiber optic and city communication cables. Third party communication cables are not covered under this contract. Contractor shall receive approval from the Project Manager before cutting limbs greater than three (3) inches in diameter.
- E. Trees underneath the conductors shall be line cleared by the drop crotch pruning method to laterals or buds growing away from the conductor (Drawing A3). Trees adjacent to the conductors shall be side trimmed back to suitable laterals or buds (Drawing A5). Exceptions to the above are as follows:
1. Oak trees shall be “channeled” or “tunneled” without spoiling the natural characteristics of the tree (Drawing A4).
- F. Young trees growing into the hazard zone for the first time shall be pruned to reduce the entire canopy using thinning cuts (drop crotch method). The tree height can then be maintained below the hazard distance.
- G. Lateral or directional pruning shall be done in a manner to conserve as much foliage as possible on limbs newly exposed to the sun so as to reduce sunscald injury. Limbs growing laterally below secondary lines shall not be cut except for branches and sprouts growing vertically towards the conductors.
- H. Electrical service drops shall be line cleared only when vegetation is putting a noticeable strain or abrasion on the line, or as required by the Project Manager.
- I. Utility poles shall be kept free of vines and other vegetation that limits access by electrical personnel. Span guy wires shall be kept free of vegetation between the pole and the insulator; down guy wires shall be kept free of vegetation above the insulator.
- J. Guy guards shall be installed on down guys and span guys as required by the Project Manager.

9.07

GENERAL PRUNING SPECIFICATIONS

- A. General pruning specifications shall apply to all pruning work on trees City trees. These additional specifications do not apply to private trees.
- B. Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are one inch (1”) in diameter or greater.
- C. Limbs that are too heavy to safely support their own weight, whether due to their length, diameter, a weak crotch or structural defect, shall be lightened by thinning the end weight or heading back the ends. Where possible, thinning is preferred over heading back. Conserve inner foliage as much as possible by thinning and shortening.
- D. Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made.
- E. Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
- F. The Contractor shall reference ANSI A300 2017 standards, or the most current revision, for any pruning practices not mentioned.
- G. Trim all trees so the natural form and shape of the tree is maintained. Unless approved by the Project Manager, the total pruning shall not exceed 25% of the tree’s crown.
- H. Trim to reduce or eliminate crossing, and/or rubbing branches greater than two inches (2”) in diameter to improve the structure and symmetry of the canopy.
- K. Final cuts six (6) inches or greater in diameter must be approved by the Project Manager.
- L. Structural defects, including weak crotches, splits, cracks, broken cables and decayed cavities, observed in a tree shall be reported to the City’s Inspector or Project Manager prior to pruning work.
- M. No person working in trees shall use shoes with spikes, spurs, or climbing irons, or any other footwear which will injure the tree.
- N. Clearance of foliage shall be as follows:
  - 1. Clearance over traffic lanes and bike lanes shall be a minimum of fourteen (14) feet above pavement level.

2. Clearance over private property shall be a minimum of ten (10) feet above ground level. Clearance from structures shall be a minimum of ten (10) feet, vertical and horizontal.
  3. Clearance from street lights shall conform to Drawing A6. Clearance from traffic signals, traffic signs and stop signs shall provide adequate sight line distances to the signals or signs. Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- O. Pruning specifications for selected species (General Specifications A-N shall apply as well):
1. Liquidambar - Reduce end weight of side limbs by shortening them back to significant laterals. These pruning cuts shall not exceed three (3) inches in diameter. Superfluous leaders shall be removed or suppressed by heading back.
  2. Sycamore - Heavy, long horizontal branches shall be headed back to a suitable lateral to prevent excessive end weights from growing. Crossing branches or areas of tangled foliage shall be thinned using small pruning cuts.
  3. Broadleaf Evergreen (Magnolia, Live Oak, Holly Oak, Camphor) - The canopy shall remain closed to shade the interior of the tree. Excessive vertical suckers shall be removed unless doing so will result in excessive sun exposure. Some heading or thinning may be necessary where end weights are too heavy.
  4. Chinese Elm - Lighten heavy end weights and raise canopy by shortening ends back to significant laterals. Conserve inner foliage as much as possible.
  5. Eucalyptus - Reduce heavy end weights by shortening ends back to significant laterals. Remove weakly attached sucker growth.
- P. Structural pruning of young trees shall conform to the section on training young trees in the International Society of Arboriculture *Best Management Practices – Tree Pruning* (2019).
- Q. Ivy growing on trunks of City trees shall be removed to ground level and one (1) foot laterally from the trunk at ground level. Cutting shall be done with hand tools and shall not damage the tree trunk.

9.08 DEBRIS DISPOSAL

- A. Contractor shall comply with all Federal, State and County regulations for pests, including, but not limited to, Sudden Oak Death (SOD) and Light Brown Apple Moth. Contractor shall follow the *Sudden Oak Death Guidelines for Arborists* (California Oak Mortality Task Force, 2008) when working in SOD areas in order to limit the spread of this disease.
- B. Chippers shall only be run at 15-20 minute intervals. To minimize offensive noise, chippers shall not be run continuously.
- C. The work shall include removal and disposal of brush and debris generated by said work. Debris resulting from line clearance or tree pruning work shall be sorted as chips and wood, and shall be removed from the work site daily. Chips and wood free of trash shall be disposed of at the City of Palo Alto's Municipal Service Department, located at 3201 East Bayshore Road. The Contractor will be supplied with free passes for this purpose by the Project Manager. All waste material regulations will apply to debris deposited by the Contractor.

The City reserves the right to decline debris disposal at this location for any reason throughout this contract, and will assist the Contractor with alternate waste material area and chip dump locations whenever possible. If an alternate location cannot be identified, waste material shall be disposed of at the Contractor's expense at a location approved by the City.

- D. Unchipped wood shall be cut into sections not to exceed eighteen (18) inches in any dimension and shall be disposed of as follows:
  - 1. Wood requested by the resident shall be neatly stacked on the resident's property.
  - 2. Wood not requested by the resident shall be delivered to a specified area in Palo Alto's Municipal Service Center Nursery.
  - 3. Wood and debris not accepted by the City, such as palm fronds, trunk pieces, elm wood, ivy and other debris shall be disposed of appropriately at a City approved location by the Contractor. The City shall reimburse the Contractor for this work based on Green Waste Disposal rates provided by the Contractor in the Proposal Item Schedule.

9.09 PEST CONTROL – Bee and Pest Control/Extermination

- A. The Contractor shall notify the City verbally either by phone or two-way

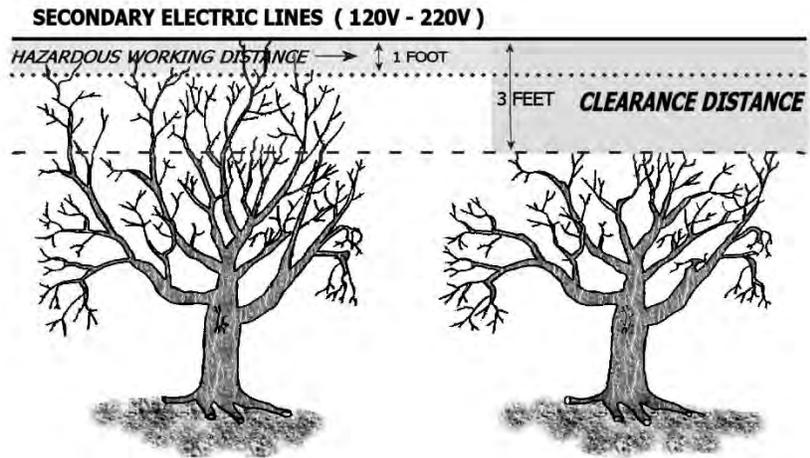
communication, and follow-up in writing, of a bee or wasp problem prior the Contractor performing the services as required by the work order. The City will then proceed with arranging safe removal of any bee or wasp hive. Under no circumstances shall the Contractor attempt to remove or dispose of an active bee or wasp hive. Once the hive has been removed, the City will re-issue the work order, and the Contractor shall confirm receipt of the re-issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or phone. The Contractor then has five (5) working days to begin services as described in the work order.

**END OF SECTION 9**

**(SCOPE OF SERVICES DRAWINGS FOLLOW BELOW)**

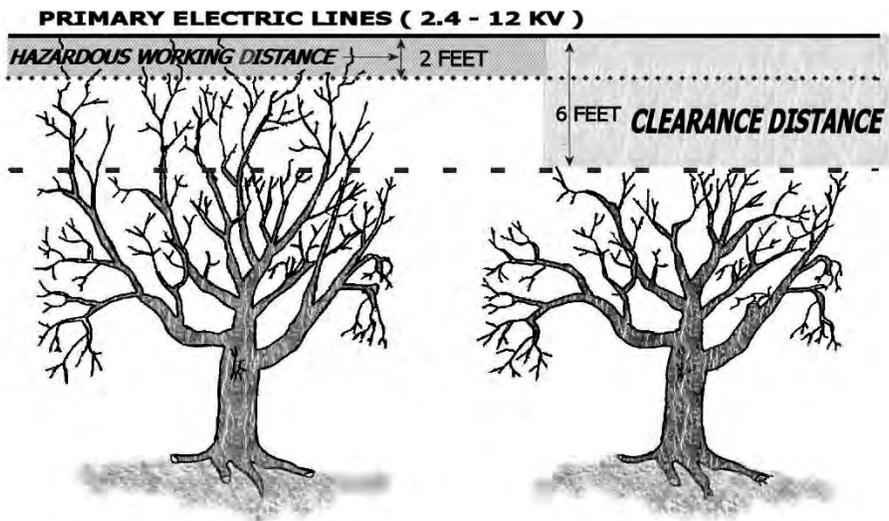
Drawing A1

**CLEARING SPECIFICATIONS - SECONDARY LINES**



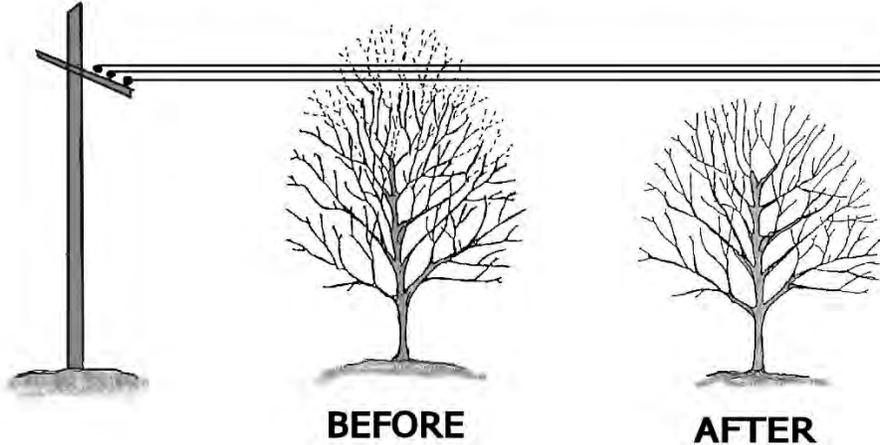
Drawing A2

**CLEARING SPECIFICATIONS - PRIMARY LINES**



Drawing A3

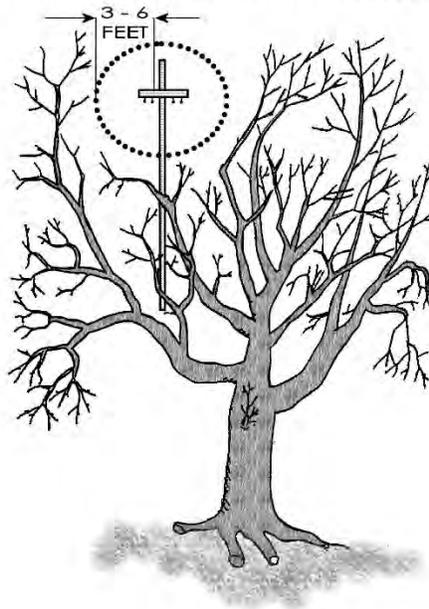
# DROP CROTCH TRIMMING



Drawing A4

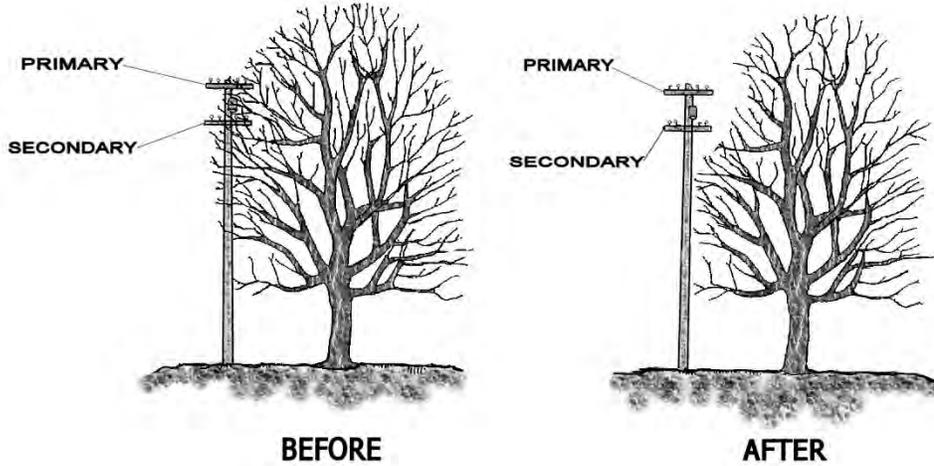
# CHANNEL TRIM

**CLEARANCE FROM CONDUCTOR THROUGH TREE**



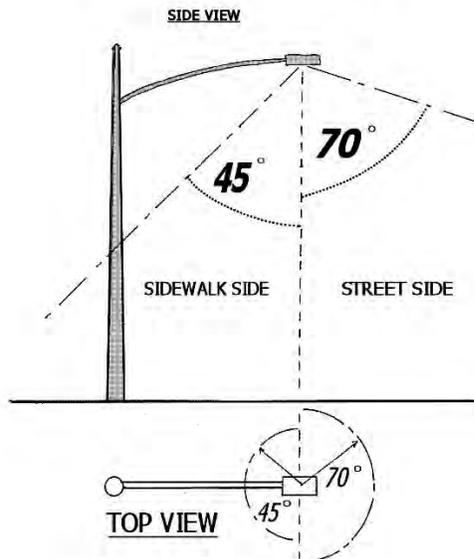
Drawing A5

# SIDE TRIM

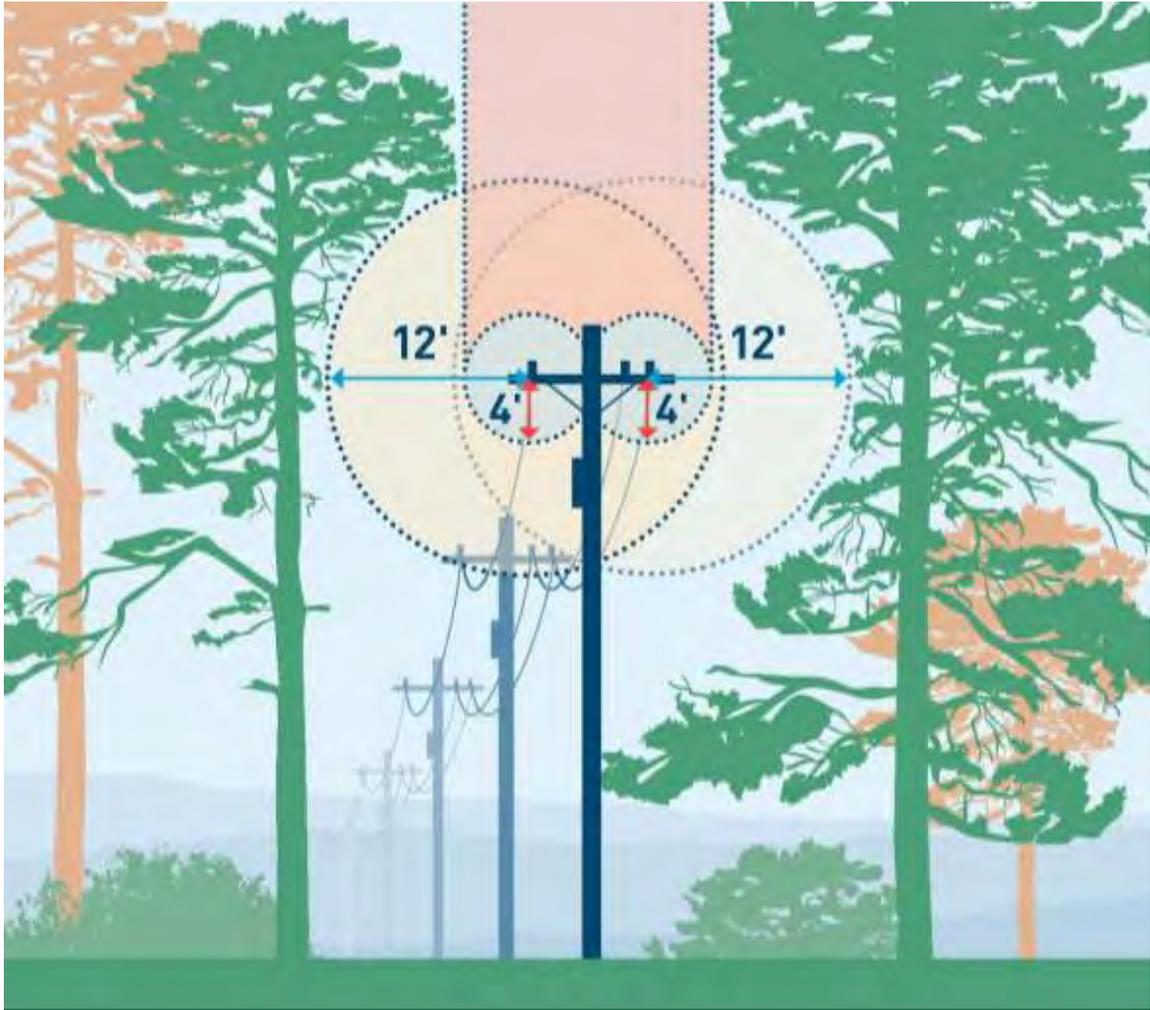


Drawing A6

# TREE TRIMMING FOR STREETLIGHTS



Drawing A7



**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

CONTRACTOR shall perform the Services in an ongoing manner in accordance with the daily schedule outlined in the Scope of Services. CONTRACTOR will complete each assigned work packet assigned by the city before another packet is assigned. The CITY representative will work with the contractor during the course of each assigned work packet to determine an appropriate completion date. The time to complete each work packet may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as the work is completed within the term of the Agreement.

## **EXHIBIT C SCHEDULE OF FEES**

### **Compensation based upon fee schedule**

CITY shall pay CONTRACTOR for Services rendered as assigned by the City according to the contract year fee schedule table below and the detailed rate schedule provided in Exhibit C-1 for the applicable contract year. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for Services and any specified reimbursable expenses, shall not exceed the amounts set forth in Section 5 of the Agreement. Any Services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY. Unless a different timeframe is agreed upon by CITY and CONTRACTOR, the CONTRACTOR will invoice completed work to the CITY monthly.

### **Hourly Basis and Per-Unit Basis**

The parties understand and agree that the CITY may assign work to the CONTRACTOR on an hourly basis or a per-unit basis, in the CITY's sole discretion, based on the nature of the work and the CITY's needs. Hourly pricing and per-unit pricing are set forth in Exhibit C-1.

### **90-day Per-Unit Pricing Review**

The CITY's assignment of per-unit work to the CONTRACTOR depends in part on the CONTRACTOR's per-unit pricing. Within 90 calendar days of the start of this Agreement, after having completed work for the CITY hereunder and having gained greater familiarity with the CITY's trees and work assignments, CONTRACTOR will assess whether its per-unit pricing can be decreased, and CONTRACTOR will notify the CITY of the results of its assessment in writing to the CITY's Project Manager. If CONTRACTOR does find that it can lower its per-unit pricing, it will include its revised, lower per-unit price in the aforementioned notice to the CITY's Project Manager. This 90-day per-unit pricing review will benefit the CONTRACTOR by providing the potential to be assigned more work by the CITY on a per-unit basis, and will benefit the CITY by providing the potential of greater affordability for per-unit work.

During the initial 90-day period, CONTRACTOR will be paid at the hourly rate.

If production results during the 90-day period are mutually favorable to the CITY and the CONTRACTOR, and the CONTRACTOR provides a lower per-unit rate, as detailed above, the parties will execute an amendment to this Agreement as provided for in Section 27.4 herein, memorializing the lower per-unit rate, and the line clearance trimming work will be shifted to per-unit cost pricing. If unfavorable, CONTRACTOR will be assigned and paid at the hourly rate unless and until a re-proposed, lower per-unit price is mutually agreed to via an amendment to this Agreement. Notwithstanding the forgoing two

sentences, the assignment and payment of work on an hourly basis or a per-unit basis will remain a determination made by the City in its sole discretion, based on the CITY's needs.

**Contract Year Fee Schedule\***

|                           | <b>Services</b> | <b>Additional Services<br/>(if any, per Section 5)</b> | <b>Subtotals / Totals</b> |
|---------------------------|-----------------|--|---------------------------|
| <b>Contract Year 1</b>    | \$2,598,989.60  | \$129,949.48   | \$2,728,939.08            |
| <b>Contract Year 2</b>    | \$2,676,563.39  | \$133,828.17   | \$2,810,391.56            |
| <b>Contract Year 3</b>    | \$2,756,827.12  | \$137,841.36   | \$2,894,668.48            |
| <b>Contract Year 4</b>    | \$2,839,500.77  | \$141,975.04   | \$2,981,475.81            |
| <b>Contract Year 5</b>    | \$2,924,363.77  | \$146,218.19   | \$3,070,581.96            |
| <b>Subtotals / Totals</b> | \$13,796,244.65 | \$689,812.23   | \$14,486,056.88           |

\*Detailed Rate Schedules by contract year are provided in Exhibit C-1.

**EXHIBIT C-1**

**RATE SCHEDULE - YEAR 1 (5/18/2020 to 5/17/2021)**

| ITEM   | ESTIMATED QUANTITIES PER YEAR | UNITS | DESCRIPTION & PROPOSAL ITEM                                   | RATE   | TOTAL PRICE    |                       |
|--|-------------------------------|-------|---|--|----------------|-----------------------|
| 01   | 3100                          | EA    | UNIT COST LINE CLEARING (PER TREE UNIT)                       | \$272.50   | \$844,750.00   |                       |
| 02   | 20                            | EA    | UNIT COST POLE CLEARING (PER POLE)                            | \$150.00   | \$3,000.00     |                       |
| 03   | 10                            | EA    | UNIT COST POLE CLEARING & SPRAYING (PER POLE)                 | \$175.00   | \$1,750.00     |                       |
| 04   | 5400                          | HR    | HOURLY COST LINE CLEARING - 2 PERSON CREW + EQUIPMENT & TOOLS | \$263.67   | \$1,423,818.00 |                       |
| 05   | 80                            | HR    | HOURLY COST LINE CLEARING (AS NEEDED)                         | 2 PERSON CREW OVERTIME   | \$382.32       | \$30,585.60           |
| 06   | 525                           | HR    |   | 3 PERSON CREW + EQUIP & TOOLS                                  | \$356.40       | \$187,110.00          |
| 07   | 10                            | HR    |   | 3 PERSON CREW OVERTIME   | \$516.78       | \$5,167.80            |
| 08   | 475                           | HR    |   | 1 PERSON CREW + EQUIP & TOOLS                                  | \$136.10       | \$64,647.50           |
| 09   | 10                            | HR    |   | 1 PERSON CREW OVERTIME   | \$197.35       | \$1,973.50            |
| 10   | 16                            | HR    | EMERGENCY RESPONSE RATES (AS NEEDED)                          | 2 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$382.32       | \$6,117.12            |
| 11   | 16                            | HR    |   | 3 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$516.78       | \$8,268.48            |
| 12   | 16                            | HR    |   | 1 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$197.35       | \$3,157.60            |
| 13   | 200                           | HR    | SPECIAL EQUIPMENT (AS NEEDED)                                 | 70 FT AERIAL LIFT TRUCK  | \$39.22        | \$7,844.00            |
| 14   | 100                           | HR    |   | 100 FT AERIAL LIFT TRUCK                                       | \$108.00       | \$10,800.00           |
| <b>TOTAL, ITEMS 01-14</b>  |                               |       |   |  |                |                       |
| <b>TOTAL IN WORDS: Two Million Five Hundred Ninety Eight Thousand Nine Hundred Eighty Nine Dollars and Sixty Cents</b> |                               |       |   |  |                | <b>\$2,598,989.60</b> |

**EXHIBIT C-1**

**RATE SCHEDULE - YEAR 2 (5/18/2021 to 5/17/2022)**

| ITEM   | ESTIMATED QUANTITIES PER YEAR | UNITS | DESCRIPTION & PROPOSAL ITEM                                   | RATE   | TOTAL PRICE    |                       |
|--|-------------------------------|-------|---|--|----------------|-----------------------|
| 01   | 3100                          | EA    | UNIT COST LINE CLEARING (PER TREE UNIT)                       | \$280.67   | \$870,077.00   |                       |
| 02   | 20                            | EA    | UNIT COST POLE CLEARING (PER POLE)                            | \$154.50   | \$3,090.00     |                       |
| 03   | 10                            | EA    | UNIT COST POLE CLEARING & SPRAYING (PER POLE)                 | \$180.25   | \$1,802.50     |                       |
| 04   | 5400                          | HR    | HOURLY COST LINE CLEARING - 2 PERSON CREW + EQUIPMENT & TOOLS | \$271.51   | \$1,466,154.00 |                       |
| 05   | 80                            | HR    | HOURLY COST LINE CLEARING (AS NEEDED)                         | 2 PERSON CREW OVERTIME   | \$393.79       | \$31,503.20           |
| 06   | 525                           | HR    |   | 3 PERSON CREW + EQUIP & TOOLS                                  | \$367.09       | \$192,722.25          |
| 07   | 10                            | HR    |   | 3 PERSON CREW OVERTIME   | \$532.28       | \$5,322.80            |
| 08   | 475                           | HR    |   | 1 PERSON CREW + EQUIP & TOOLS                                  | \$140.18       | \$66,585.50           |
| 09   | 10                            | HR    |   | 1 PERSON CREW OVERTIME   | \$203.27       | \$2,032.70            |
| 10   | 16                            | HR    | EMERGENCY RESPONSE RATES (AS NEEDED)                          | 2 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$393.79       | \$6,300.64            |
| 11   | 16                            | HR    |   | 3 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$532.28       | \$8,516.48            |
| 12   | 16                            | HR    |   | 1 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$203.27       | \$3,252.32            |
| 13   | 200                           | HR    | SPECIAL EQUIPMENT (AS NEEDED)                                 | 70 FT AERIAL LIFT TRUCK  | \$40.40        | \$8,080.00            |
| 14   | 100                           | HR    |   | 100 FT AERIAL LIFT TRUCK                                       | \$111.24       | \$11,124.00           |
| <b>TOTAL, ITEMS 01-14</b>  |                               |       |   |  |                |                       |
| <b>TOTAL IN WORDS: Two Million Six Hundred Seventy Six Thousand Five Hundred Sixty Three Dollars and Thirty Nine Cents</b> |                               |       |   |  |                | <b>\$2,676,563.39</b> |

**EXHIBIT C-1**

**RATE SCHEDULE - YEAR 3 (5/18/2022 to 5/17/2023)**

| ITEM  | ESTIMATED QUANTITIES PER YEAR | UNITS | DESCRIPTION & PROPOSAL ITEM                                   | RATE   | TOTAL PRICE    |                       |
|---|-------------------------------|-------|---|--|----------------|-----------------------|
| 01  | 3100                          | EA    | UNIT COST LINE CLEARING (PER TREE UNIT)                       | \$289.09   | \$896,179.00   |                       |
| 02  | 20                            | EA    | UNIT COST POLE CLEARING (PER POLE)                            | \$159.14   | \$3,182.80     |                       |
| 03  | 10                            | EA    | UNIT COST POLE CLEARING & SPRAYING (PER POLE)                 | \$185.66   | \$1,856.60     |                       |
| 04  | 5400                          | HR    | HOURLY COST LINE CLEARING - 2 PERSON CREW + EQUIPMENT & TOOLS | \$279.65   | \$1,510,110.00 |                       |
| 05  | 80                            | HR    | HOURLY COST LINE CLEARING (AS NEEDED)                         | 2 PERSON CREW OVERTIME   | \$405.60       | \$32,448.00           |
| 06  | 525                           | HR    |   | 3 PERSON CREW + EQUIP & TOOLS                                  | \$378.10       | \$198,502.50          |
| 07  | 10                            | HR    |   | 3 PERSON CREW OVERTIME   | \$548.25       | \$5,482.50            |
| 08  | 475                           | HR    |   | 1 PERSON CREW + EQUIP & TOOLS                                  | \$144.38       | \$68,580.50           |
| 09  | 10                            | HR    |   | 1 PERSON CREW OVERTIME   | \$209.37       | \$2,093.70            |
| 10  | 16                            | HR    | EMERGENCY RESPONSE RATES (AS NEEDED)                          | 2 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$405.60       | \$6,489.60            |
| 11  | 16                            | HR    |   | 3 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$548.25       | \$8,772.00            |
| 12  | 16                            | HR    |   | 1 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$209.37       | \$3,349.92            |
| 13  | 200                           | HR    | SPECIAL EQUIPMENT (AS NEEDED)                                 | 70 FT AERIAL LIFT TRUCK  | \$41.61        | \$8,322.00            |
| 14  | 100                           | HR    |   | 100 FT AERIAL LIFT TRUCK                                       | \$114.58       | \$11,458.00           |
| <b>TOTAL, ITEMS 01-14</b>   |                               |       |   |  |                |                       |
| <b>TOTAL IN WORDS: Two Million Seven Hundred Fifty Six Thousand Eight Hundred Twenty Seven Dollars and Twelve Cents</b> |                               |       |   |  |                | <b>\$2,756,827.12</b> |

**EXHIBIT C-1**

**RATE SCHEDULE - YEAR 4 (5/18/2023 to 5/17/2024)**

| ITEM  | ESTIMATED QUANTITIES PER YEAR | UNITS | DESCRIPTION & PROPOSAL ITEM                                   | RATE   | TOTAL PRICE    |                       |
|---|-------------------------------|-------|---|--|----------------|-----------------------|
| 01  | 3100                          | EA    | UNIT COST LINE CLEARING (PER TREE UNIT)                       | \$297.77   | \$923,087.00   |                       |
| 02  | 20                            | EA    | UNIT COST POLE CLEARING (PER POLE)                            | \$163.91   | \$3,278.20     |                       |
| 03  | 10                            | EA    | UNIT COST POLE CLEARING & SPRAYING (PER POLE)                 | \$191.23   | \$1,912.30     |                       |
| 04  | 5400                          | HR    | HOURLY COST LINE CLEARING - 2 PERSON CREW + EQUIPMENT & TOOLS | \$288.03   | \$1,555,362.00 |                       |
| 05  | 80                            | HR    | HOURLY COST LINE CLEARING (AS NEEDED)                         | 2 PERSON CREW OVERTIME   | \$417.77       | \$33,421.60           |
| 06  | 525                           | HR    |   | 3 PERSON CREW + EQUIP & TOOLS                                  | \$389.44       | \$204,456.00          |
| 07  | 10                            | HR    |   | 3 PERSON CREW OVERTIME   | \$564.70       | \$5,647.00            |
| 08  | 475                           | HR    |   | 1 PERSON CREW + EQUIP & TOOLS                                  | \$148.71       | \$70,637.25           |
| 09  | 10                            | HR    |   | 1 PERSON CREW OVERTIME   | \$215.65       | \$2,156.50            |
| 10  | 16                            | HR    | EMERGENCY RESPONSE RATES (AS NEEDED)                          | 2 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$417.77       | \$6,684.32            |
| 11  | 16                            | HR    |   | 3 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$564.70       | \$9,035.20            |
| 12  | 16                            | HR    |   | 1 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$215.65       | \$3,450.40            |
| 13  | 200                           | HR    | SPECIAL EQUIPMENT (AS NEEDED)                                 | 70 FT AERIAL LIFT TRUCK  | \$42.86        | \$8,572.00            |
| 14  | 100                           | HR    |   | 100 FT AERIAL LIFT TRUCK                                       | \$118.01       | \$11,801.00           |
| <b>TOTAL, ITEMS 01-14</b>   |                               |       |   |  |                |                       |
| <b>TOTAL IN WORDS: Two Million Eight Thousand Thirty Nine Thousand Five Hundred Dollars and Seventy Seven Cents</b> |                               |       |   |  |                | <b>\$2,839,500.77</b> |

**EXHIBIT C-1**

**RATE SCHEDULE - YEAR 5 (5/18/2024 to 5/17/2025)**

| ITEM   | ESTIMATED QUANTITIES PER YEAR | UNITS | DESCRIPTION & PROPOSAL ITEM                                   | RATE   | TOTAL PRICE    |                       |
|--|-------------------------------|-------|---|--|----------------|-----------------------|
| 01   | 3100                          | EA    | UNIT COST LINE CLEARING (PER TREE UNIT)                       | \$306.60   | \$950,460.00   |                       |
| 02   | 20                            | EA    | UNIT COST POLE CLEARING (PER POLE)                            | \$168.83   | \$3,376.60     |                       |
| 03   | 10                            | EA    | UNIT COST POLE CLEARING & SPRAYING (PER POLE)                 | \$196.96   | \$1,969.60     |                       |
| 04   | 5400                          | HR    | HOURLY COST LINE CLEARING - 2 PERSON CREW + EQUIPMENT & TOOLS | \$296.67   | \$1,602,018.00 |                       |
| 05   | 80                            | HR    | HOURLY COST LINE CLEARING (AS NEEDED)                         | 2 PERSON CREW OVERTIME   | \$430.36       | \$34,428.80           |
| 06   | 525                           | HR    |   | 3 PERSON CREW + EQUIP & TOOLS                                  | \$401.12       | \$210,588.00          |
| 07   | 10                            | HR    |   | 3 PERSON CREW OVERTIME   | \$581.69       | \$5,816.90            |
| 08   | 475                           | HR    |   | 1 PERSON CREW + EQUIP & TOOLS                                  | \$153.17       | \$72,755.75           |
| 09   | 10                            | HR    |   | 1 PERSON CREW OVERTIME   | \$222.12       | \$2,221.20            |
| 10   | 16                            | HR    | EMERGENCY RESPONSE RATES (AS NEEDED)                          | 2 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$430.36       | \$6,885.76            |
| 11   | 16                            | HR    |   | 3 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$581.64       | \$9,306.24            |
| 12   | 16                            | HR    |   | 1 PERSON CREW M-F AFTER HOURS AND ALL DAY ON WEEKENDS/HOLIDAYS | \$222.12       | \$3,553.92            |
| 13   | 200                           | HR    | SPECIAL EQUIPMENT (AS NEEDED)                                 | 70 FT AERIAL LIFT TRUCK  | \$44.14        | \$8,828.00            |
| 14   | 100                           | HR    |   | 100 FT AERIAL LIFT TRUCK                                       | \$121.55       | \$12,155.00           |
| <b>TOTAL, ITEMS 01-14</b>  |                               |       |   |  |                |                       |
| <b>TOTAL IN WORDS: Two Million Nine Hundred Twenty Four Thousand Three Hundred Sixty Three Dollars and Seventy Seven Cents</b> |                               |       |   |  |                | <b>\$2,924,363.77</b> |

**EXHIBIT D  
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

| REQUIRED   | TYPE OF COVERAGE   | REQUIREMENT                                 | MINIMUM LIMITS  |             |
|------------|--|---|-----------------|-------------|
|            |  |   | EACH OCCURRENCE | AGGREGATE   |
| YES<br>YES | WORKER'S COMPENSATION<br>EMPLOYER'S LIABILITY  | STATUTORY<br>STATUTORY                      |                 |             |
| YES        | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY   | BODILY INJURY                               | \$1,000,000     | \$1,000,000 |
|            |  | PROPERTY DAMAGE                             | \$1,000,000     | \$1,000,000 |
|            |  | BODILY INJURY & PROPERTY DAMAGE COMBINED.   | \$1,000,000     | \$1,000,000 |
| YES        | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED  | BODILY INJURY                               | \$1,000,000     | \$1,000,000 |
|            |  | - EACH PERSON                               | \$1,000,000     | \$1,000,000 |
|            |  | - EACH OCCURRENCE                           | \$1,000,000     | \$1,000,000 |
|            |  | PROPERTY DAMAGE                             | \$1,000,000     | \$1,000,000 |
|            |  | BODILY INJURY AND PROPERTY DAMAGE, COMBINED | \$1,000,000     | \$1,000,000 |
| NO         | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE  | ALL DAMAGES                                 | \$1,000,000     |             |
| YES        | <b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b> |   |                 |             |

- I. INSURANCE COVERAGE MUST INCLUDE:
  - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
  - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**PURCHASING AND  
CONTRACT ADMINISTRATION  
CITY OF PALO ALTO  
P.O. BOX 10250  
PALO ALTO, CA 94303**