GENERAL SERVICES AGREEMENT FOR:  
POWER LINE CLEARING PROJECT

THIS AGREEMENT made and entered into on the ____ day of ________________, 2008, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and ASPLUNDH TREE EXPERT COMPANY, a corporation in the State of Pennsylvania with offices located at 4676 E. Waterloo Road, Stockton, CA 95215 (Phone) 209-931-8174 ("CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services ("Services") described in the Scope of Services, attached as 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 (NOT USED)
   - [☑️] "C" - Compensation
   - [☑️] "D" - Insurance Requirements Certificate
   - [☑️] "E" - Discrimination Compliance Form
   - [☐] "F" - Performance and/or Payment Bond (NOT USED)
   - [☐] "G" - Liquidated Damages (NOT USED)

   CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. TERM.
   (a) The term of this Agreement is from date of award to June 30, 2009, subject to the provisions of subsection 3.(b) and Section R of the General Terms and Conditions.

   (b) Option to extend. CITY has the right to extend the term of this Agreement for four (4) additional one year periods (the "Additional Terms"), based upon the same conditions of the initial term, subject to adjustments for compensation as set forth in Section E of the General Terms and Conditions. CITY shall notify CONTRACTOR in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term. CITY's exercise of its right to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.

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 Scope of Services, attached as Exhibit A. Time is of the essence in this Agreement.

5. COMPENSATION. 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:
   - [☑️] A sum calculated in accordance with the fee schedule set forth in Exhibit C; not to exceed a total maximum compensation amount of seven hundred ninety-seven thousand eighty dollars ($797,080.00) for the first Term and a total maximum compensation amount of one million sixty-two thousand dollars ($1,062,000.00) for each of the additional Terms.
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.

6. **INVOICING.** Send all invoices to the CITY, Attention the Project Manager. The Project Manager is: Stephen Scott, Public Department, Operations Division, at 3201 East Bayshore Road, CA 94303 (Phone) 650-496-6954. 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 6 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. COMPENSATION DURING ADDITIONAL TERMS. CONTRACTOR's compensation rates may 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, may be increased by an amount not to exceed the percentage increase 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.

F. TAXES AND CHARGES. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.

G. COMPLIANCE WITH LAWS. CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.

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 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 in 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 the City’s Risk Manager. The City’s 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 City’s Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY’s 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 CITY’s 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 F. 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,
City of Palo Alto Contract no. C09127935

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. The 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 the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the 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 Contract.

P. NON-DISCRIMINATION. In the performance of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of 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 agrees to meet all requirements of Palo Alto Municipal Code, Chapter 2.30 pertaining to nondiscrimination in employment, including completing the Non-Discrimination Compliance Form, attached hereto as Exhibit E, and incorporated herein by this reference.

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, 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 the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the 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 Contract. CONTRACTOR further covenants that, in the performance of this Contract, 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 Contract. CONTRACTOR agrees to advise CITY if any conflict arises.

U. GOVERNING LAW. This contract 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 Contract 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 Contract.

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ITS APPROVAL AND EXECUTION BY CITY. IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY, MONTH, AND YEAR FIRST WRITTEN ABOVE.

APPROVED AS TO FORM:

Deputy City Attorney

APPROVED:

Director of Administrative Services

CITY OF PALO ALTO

City Manager

Purchasing Manager

ASPLUNDH TREE EXPERT COMPANY

By: Gregg G. Asplundh

Title: Vice President
EXHIBIT A

SCOPE OF SERVICES

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL CONDITIONS

A. The General Conditions for this Request for Quotations (RFQ) shall be in accordance with the General Provisions of the City of Palo Alto Standard Drawings and Specifications (most current version). 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 Power Line Clearing Project, Request for Quotations (RFQ) 127935, 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 01025 - Measurement and Payment.
2. Section 01040 - Coordination.
3. Section 01200 - Project Meetings.
4. Section 01400 - Quality Control.
5. Section 01510 - Temporary Utilities.
7. Section 01570 - Traffic Control.
8. Section 02115 - Tree Removal/Non-Exempt Pole Clearing.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION
EXHIBIT A

SCOPE OF SERVICES

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. Payment for the various items in the bid schedule, as further specified herein, shall include full compensation to the Contractor for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing the various items of Work as shown on the Plans and in the Specifications.

Work not specifically set forth as a pay item in the Bidder’s Bid proposal, but called for in the Contract Specifications or necessary to meet the requirements of this Contract, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the bid.

No separate payment will be made for any item that is not specifically set forth in the bid schedule except by change order and all costs therefore shall be included in the prices named in the bid schedule for the various appurtenant items of work.

All work not meeting the Contract Specifications, including but not limited to clearance requirements as set forth in Section 02970 – Line Clearing, unless otherwise approved by the City, shall be reworked at the Contractor’s expense.

1.02 INVOICING

A. The Contractor shall submit an invoice at the end of each calendar month for all work fully completed during that month. The invoice shall specify hours billed for each hourly crew and shall specify the number of trees line cleared or the number of non-exempt poles cleared for each unit crew.

B. The City will promptly review all invoices submitted by the Contractor. Any invoice that the City determines is not proper will be returned to the Contractor with a written explanation of the reasons for the City’s determination. Any invoice that is properly submitted and undisputed by the City will be processed for payment and will be paid in full; retention will not be withheld.

1.03 CHANGE ORDERS

A. The City may require changes in, additions to, or deductions from the Work to be performed or the materials to be furnished under the Contract pursuant to the provisions of the Contract documents.

No change to the Work shall be made or extra work performed or deduction from the Work made unless in pursuance of a written Change Order from the City, and signed by the Project Manager stating that the change, addition, or deletion, or any combination thereof, is authorized. No claim for additional payment shall be considered unless so ordered.

Adjustment to the Contract Price by reason of a duly authorized Change Order will be
EXHIBIT A

SCOPE OF SERVICES

MEASUREMENT AND PAYMENT

determined on the basis of one or more of the following methods, at the option of the Project Manager:

1. On the basis of applicable and appropriate unit and/or hourly prices stipulated in the Contract.

2. On the basis of an acceptable lump sum proposal from the Contractor in response to a quotation request.

3. On the basis of actual necessary cost plus fifteen (15) percent to cover superintendence, general expense and profit, hereinafter referred to as "Force Account".

Force account work, if ordered, shall be adjusted and certified daily on record sheets acceptable to the Project Manager and signed by both the Project Manager and the Contractor. Such daily report sheets shall thereafter be considered as the true record of force account work done.

Actual necessary costs shall include labor, equipment, and materials. Computation of labor costs shall include wages paid for workers including any employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws. Equipment costs shall be on the basis of generally accepted rental schedules for the locality. Material costs shall be supported by a supplier's invoices.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 BID 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 not be measured for payment but shall be line cleared.

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.

3.02 BID 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, landfill, job site(s) and travel time between job sites will be measured. Travel time to and from Palo Alto will not be
EXHIBIT A

SCOPE OF SERVICES

MEASUREMENT AND PAYMENT

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 one and one-quarter times the rate of the two (2)-person crew. 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. 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.

3.03 BID 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.

3.04 BID 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 on the Plans and in the Specifications.

END OF SECTION
SCOPE OF SERVICES

EXHIBIT A

SECTION 01040

COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Hours of work.
B. Daily schedule.
C. Project schedule.
D. Customer notification.
E. City representation.

PART 2 PRODUCTS

2.01 DAILY WORK REPORT FORMS

A. Furnished by the City.

2.02 DOOR HANGERS

A. 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.

2.03 VEHICLE SIGNS

A. 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.

PART 3 EXECUTION

3.01 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. 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.

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

January 1
Third Monday in January
COORDINATION

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

3.02 DAILY SCHEDULE

A. The Contractor's project superintendent shall meet daily with the Project Manager prior to the start of each day's work at the Municipal Service Center, 3201 East Bayshore Road to provide a legible roster and work schedule for that day. The full name of each crew member shall be listed.

B. The Contractor shall submit daily work reports on a form, provided by the City, detailing the previous day's work for each crew. The daily work report shall show the names of each crew member, the date, the map area and addresses of each work location, the number and species of each tree cleared, the number of person hours spent on each tree species cleared and any other pertinent information required by the City.

C. During normal work hours, the Contractor shall have an hourly line clearing crew(s) 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.

3.03 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.

3. Unit and hourly work in each map area 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 area.
4. Vegetation near electric conductors and non-exempt poles in the foothills area shall be cleared in the two to three weeks prior to the start of fire season. These hazard reduction standards shall be maintained through the course of the fire season.

5. Should the Contractor be delayed by reason of changes, modifications or alterations made by the City not contemplated by the Contractor or a delay is caused by the fault of the City, the time for completion of the Work will be extended proportionately, but the Contractor shall have no claim for damages due to any such delay.

B. Contractor shall provide the City with hourly line clearing crews 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. 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. Contractor's Project superintendent shall be responsible for coordinating call-out personnel with the Project Manager.

3.04 CUSTOMER NOTIFICATION

A. 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.

B. The Contractor shall notify adjacent properties of rear line clearing operations prior to the commencement of work.

3.05 CITY REPRESENTATION

A. The Project Manager will appoint an agent or an employee to represent him 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.


4. Review of Contractor's progress payment estimates.

END OF SECTION
EXHIBIT A

SCOPE OF SERVICES

PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pre-construction conference.

B. Monthly project meetings.

1.02 MINUTES

A. 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.

1.03 REPRESENTATION

A. Contractor representative(s) attending meetings shall be qualified and authorized to act on behalf of the Contractor.

1.04 SUBMITTALS

A. The Contractor shall submit a list of personnel, their qualifications and equipment to be used on this project 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.

B. Contractor should also include on list above any specialized equipment and operators that would be available for non-routine work.

PART 3 EXECUTION

3.01 PRE-CONSTRUCTION CONFERENCE

A. The Contractor and the Contractor's project superintendent shall attend a pre-construction conference within twenty-one (21) calendar days after Award of Contract to discuss the scope of work 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.

3.02 MONTHLY PROJECT MEETINGS

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

B. 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
EXHIBIT A

SCOPE OF SERVICES

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Company requirements.
B. Personnel requirements.
C. Equipment requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

1.01 COMPANY REQUIREMENTS

A. 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 ten (10) years current experience performing contract line clearing work in the state of California.

B. Contractor shall have sufficient labor and equipment resources to perform the work of this project in a safe and efficient manner.

C. 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.

D. 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.

1.02 PERSONNEL REQUIREMENTS

A. All work shall be performed under the supervision of the Contractor's thoroughly experienced and qualified Project superintendent. The Project superintendent shall be an International Society of Arboriculture Certified Arborist and shall be on the Project site at all times. The Project superintendent will be subject to the approval of the Project Manager.

The person designated as Project superintendent 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 Project superintendent shall be readily available for consultation with the Project Manager.

The Project superintendent shall have a functioning cellular telephone immediately available during work hours and the telephone number shall be furnished to the Project Manager.

The Contractor shall not change its designated Project superintendent without written
EXHIBIT A

SCOPE OF SERVICES

QUALITY CONTROL

notification to the City seventy-two (72) hours in advance. The new Project superintendent 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 superintendent is assigned to the Project.

B. Each crew shall consist of two persons qualified in accordance with all CalOSHA rules and regulations that apply to tree work and tree work near electrical conductors. Each crew foreman shall have a minimum of three (3) years of current line clearing contract experience.

C. Contractor shall furnish all employees with a company picture identification card and company uniform to be worn during the course of this Project.

D. Contractor shall have at least one English-speaking person on each crew.

E. If the Project Manager finds the Contractor’s employee to be unsatisfactory, the Contractor shall replace that employee immediately.

1.03 EQUIPMENT REQUIREMENTS

A. 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, disc chipper, ladder, three chainsaws (two with 14 inch bar minimum, one with 22 inch bar minimum), two (2) pole pruners, one pole saw, climbing and personal safety gear, and traffic control equipment to perform the work. A flatbed aerial lift truck may be used if a separate chipper truck is provided.

Each unit crew shall be equipped with a chipper truck with a minimum eight (8) cubic yard capacity, disc chipper, ladder, two (2) chainsaws, two (2) pole pruners, one pole saw, climbing and personal safety gear, and traffic control equipment to perform the work.

B. 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.

C. Each crew shall have a functioning cellular telephone or portable, two-way communication device available, during work hours, in their truck to facilitate communication between the Project Superintendent, the contract crews and the City staff.

END OF SECTION
EXHIBIT A

SCOPE OF SERVICES

TEMPORARY UTILITIES

SECTION 01510

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provide water facilities.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 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
EXHIBIT A

SCOPE OF SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 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, and the Engineer 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.

3.02 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 on the day upon which the damage occurs. The Contractor shall notify the owner of damaged private improvements in writing the same day.
EXHIBIT A

SCOPE OF SERVICES

SECURITY

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.

3.03 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.

3.04 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.

END OF SECTION
EXHIBIT A

SCOPE OF SERVICES

TRAFFIC CONTROL

PART 1 GENERAL

1.01  SECTION INCLUDES

A.  Provide traffic control.

B.  Post "No Parking" signs.

1.02  REFERENCES


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.

PART 2 PRODUCTS

2.01  TRAFFIC CONTROL DEVICES

A.  Cones:  28" high and conforming to Section 12-3.10 of the Caltrans Standard Specifications.

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.78 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.56 of the California MUTCD.

E.  Flagger Equipment:  Conforming to Chapter 6E and Section 6F.29 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.

PART 3 EXECUTION

3.01  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.
EXHIBIT A

SCOPE OF SERVICES

SECTION 01570

TRAFFIC CONTROL

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.

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.

3.02 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
EXHIBIT A

SCOPE OF SERVICES

SECTION 01570

TRAFFIC CONTROL

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. The Contractor shall notify the City of Palo Alto Police Department – Traffic Division at (650) 329-2687 on the date on which "No Parking" signs are posted.

F. 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) 329-2687. 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.

G. 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
EXHIBIT A

SCOPE OF SERVICES

SECTION 02115

TREE REMOVAL/NON-EXEMPT POLE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tree removal.

B. Non-exempt pole clearing and spraying.

1.02 REFERENCES


C. California Department of Pesticide Regulation 1001 I Street Sacramento, CA 95814

PART 2 PRODUCTS

2.01 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”.

C. Barricades and Cones for City tree stumps: Furnished by the City and available at the City’s Municipal Service Center.

2.02 HERBICIDES

A. Contact: Glyphosate herbicide registered for use in California and approved by the Project Manager.

B. Pre-emergent: Diuron or equivalent registered for use in California and approved by the Project Manager.
EXHIBIT A

SCOPE OF SERVICES

SECTION 02115

TREE REMOVAL/NON-EXEMPT POLE CLEARING

PART 3 EXECUTION

3.01 TREE REMOVAL

A. The Contractor shall remove trees at the direction of the Project Manager.

B. Chippers shall only be run at 15-20 minute intervals. In order to minimize offensive noise, chippers shall not be run continuously.

C. The City of Palo Alto Sanitary Landfill located at 2380 Embarcadero Road in Palo Alto will be made available to the Contractor at no charge for the disposal of all debris generated on the Work site. The Contractor will be supplied with free Landfill passes for this purpose by the Project Manager. All Landfill regulations will apply to all debris deposited by the Contractor. The City’s Landfill is scheduled to close in late 2010. Alternative disposal site(s) will be identified.

D. Debris resulting from tree removal work shall be sorted as chips and wood, and shall be removed from the work site daily.

E. Stumps shall be cut as close to grade as possible. City tree stumps shall be secured with a City-furnished barricade or a traffic cone at the direction of the Project Manager.

F. Clean chips shall be delivered to the compost area of the Palo Alto Sanitary Landfill.

G. 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 of the Palo Alto Sanitary Landfill.

3. All elm wood shall be delivered to a specified area of the Palo Alto Sanitary Landfill.

4. Unchipped palm fronds and/or trunk pieces shall be taken to the garbage area of the Palo Alto Sanitary Landfill.

H. 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.

3.02 NON-EXEMPT POLE CLEARING AND SPRAYING

A. The Contractor shall mechanically clear and, in specified locations, chemically treat the area
EXHIBIT A

SCOPE OF SERVICES

SECTION 02115

TREE REMOVAL/NON-EXEMPT POLE CLEARING

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.

1. All vegetation cleared from the area described above shall be removed from the site and taken to the Palo Alto Sanitary Landfill. 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 poles 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 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.

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 Pesticide Management Zones (PMZ) or ground water contamination areas.

END OF SECTION
EXHIBIT A

SCOPE OF SERVICES

LINE CLEARING WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pruning standards.
B. General pruning specifications.
C. Electrical line clearing specifications.
D. Debris disposal.

1.02 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 (2007)
California Public Utilities Commission

California Department of Forestry and Fire Protection
1416 Ninth Street
Sacramento, CA 94244

E. Migratory Bird Treaty Act of 1918

PART 2 PRODUCTS

2.01 DISINFECTANT

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

2.02 GUY GUARDS

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

PART 3 EXECUTION

CITY OF PALO ALTO

CONTRACT C09127935
LINE CLEARING WORK

3.01 PRUNING STANDARDS

A. Pruning shall conform to the techniques and standards specified in ANSI A300 (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.

3.02 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):

<table>
<thead>
<tr>
<th>VOLTAGE</th>
<th>HAZARD DISTANCE</th>
<th>CLEARANCE DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>120-240 V</td>
<td>One (1) foot</td>
<td>Three (3) feet</td>
</tr>
<tr>
<td>2,400 V-12kV</td>
<td>Three (3) feet</td>
<td>Six (6) feet</td>
</tr>
<tr>
<td>60 kV</td>
<td>Less than ten (10) feet</td>
<td>Ten (10) feet or more</td>
</tr>
</tbody>
</table>

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 communication cables. Contractor shall receive approval from the Project Manager before cutting limbs greater than three (3) inches in diameter.
LINE CLEARING WORK

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.

3.03 GENERAL PRUNING SPECIFICATIONS

A. General pruning specifications shall apply to all pruning work on city trees.

B. 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.

C. Crossing or crowded limbs or branches shall be removed to improve the structure and symmetry of the canopy.

D. Deadwood over 3/4 inch in diameter shall be removed.

E. Final cuts six (6) inches or greater in diameter must be approved by the Project Manager.

F. Structural defects, including weak crotches, splits, cracks, broken cables and decayed cavities, observed in a tree shall be reported to the Project Manager.

G. Clearance of foliage shall be as follows:
LINE CLEARING WORK

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.

H. Pruning specifications for selected species (General Specifications A-G 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.


J. 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.

3.04 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.
LINE CLEARING WORK

B. Chippers shall only be run at 15-20 minute intervals. To minimize offensive noise, chippers shall not be run continuously.

C. Debris resulting from line clearing work shall be sorted as chips and wood, and shall be removed from the work site daily.

D. The City of Palo Alto Sanitary Landfill located at 2380 Embarcadero Road in Palo Alto will be made available to the Contractor at no charge for the disposal of all debris generated on the Work site. The Contractor will be supplied with free Landfill passes for this purpose by the Project Manager. All Landfill regulations will apply to all debris deposited by the Contractor. The City’s Landfill is scheduled to close in late 2010. Alternative disposal site(s) will be identified.

E. Clean chips shall be delivered to the compost area of the Palo Alto Sanitary Landfill or to other City facilities as directed by the Project Manager.

F. 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 of the Palo Alto Sanitary Landfill.
3. All elm wood shall be delivered to a specified area of the Palo Alto Sanitary Landfill.
4. Unchipped palm fronds and/or trunk pieces shall be taken to the garbage area of the Palo Alto Sanitary Landfill.

END OF SECTION
The quantities given in the bid schedule are given only as a basis for comparison of bids and the City does not guarantee that the actual amount or proportion of work will correspond therewith.

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantities Per Year</th>
<th>Rate</th>
<th>Total ($)</th>
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<td>01</td>
<td>Unit Cost Line Clearing</td>
<td>3,800 trees</td>
<td>$58.05</td>
<td>$220,590.00</td>
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<td>02</td>
<td>Hourly Cost Line Clearing</td>
<td>6,300 crew hours</td>
<td>$112.96</td>
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<td>03</td>
<td>Unit Cost Pole Clearing</td>
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<td>$42.00</td>
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<td>Unit Cost Pole Clearing &amp; Spraying</td>
<td>5 poles</td>
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Base Bid Total (Bid items 01, through 04, with all applicable taxes included) $932,836.00

(Total in words: Nine Hundred Thirty Two Thousand Eight Hundred Thirty Six & 00/100)

**Price Increases**

Prices quoted above shall remain fixed for the initial period and shall include all applicable taxes, regulatory fees, and all transportation and delivery charges as necessary to perform the requirements of this RFQ. Pricing shall also include an allowance for fuel price increases during the contract period. Requests for price adjustments during the initial period will not be allowed. Provision for price adjustments upon renewal for the four additional contract extensions shall be in accordance with Section "E" of the contract; the increase shall also include an allowance for any fuel surcharge during the additional contract periods.

**Lowest Responsible Bidder**

The lowest bid shall be the lowest total for the estimated quantities times the hourly and unit rates in the Base Bid Schedule. This total is being used for the purpose of determining the lowest responsible bidder. The not-to-exceed amount per year of this agreement as specified is approximate and may be increased or decreased during the contract period, and no guarantee is implied that the exact amount will be available for the term of the agreement.

**Insurance**

The Bidder shall bear all costs and provide insurance as required by Section II, Insurance Requirements, herein.

**PAYMENT TERMS** 30 days

**(Signature(s) must be the same as signature(s) in Section I - Request for Quotation and Bidder Required Information.**

**Signature(s):**

(Signature)  
Gregg G. Asplundh, Vice President  
(Print name)  
(Signature)  
James M. Hines, Assistant Secretary  
(Print name)
## COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. The limits shown may have been reduced by paid claims. Limits shown as requested.

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<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
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<td><strong>COMMERCIAL GENERAL LIABILITY</strong></td>
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<td><strong>C</strong></td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td>WA7-631-004328-018</td>
<td>8/1/2008</td>
<td>8/1/2009</td>
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**DESCRIPTION OF OPERATIONS/Locations/Vehicles/Restrictions/Special Items**

RE: Contract # C90127935 28 Power Line Clearing project City of Palo Alto, Its Council Members, Officers, Agents, and Employees are listed as additional insured as required by written contract but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured. Cross liability coverage is provided per the separation of insureds provision on the commercial general liability policy. The above coverage is considered primary and non-contributory as respects other insurance carried by certificate holder.

**CERTIFICATE HOLDER**

City of Palo Alto
Its Council Members, Officers, Agents, and Employees
Purchasing & Contract Administration
250 Hamilton Avenue
Palo Alto, CA 94301

**CANCELLATION**

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVE**

Aon Risk Services Central, Inc.
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

Number 2075

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That ASPUNDH TREE EXPERT CO. (a Pennsylvania corporation) has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.

Effective:
4th DAY OF January 19 88

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

R. T. RINALDI,
DIRECTOR

MARK B. ASHCRAFT
MANAGER

A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of the employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him. (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.
CERTIFICATION OF SELF-INSURANCE
OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure
No. 2075 was issued by the Director of Industrial Relations
to:

ASPLUNDH TREE EXPERT CO.

under the provisions of Section 3700, Labor Code of
California, on January 04, 1988. The Certificate is now and
has been in full force and effective since that date.

Dated at Sacramento, California
This 1st day of February, 2001

MARK B. ASHCRAFT, Manager
Self Insurance Plans
MBA/dy

Orig: Judy Coburt
Contractors State Licensing Board
9821 Business Park Drive
Sacramento, CA 95826

cc: Mary Banks/Marianne Buelow
ASPLUNDH TREE EXPERT CO.
708 Blair Mill Road
Willow Grove, PA 19090-1784
CERTIFICATION OF NONDISCRIMINATION

Project: 2008 Power Line Clearing Project

Certification of Nondiscrimination: As suppliers of goods and/or services to the City of Palo Alto in excess of $5,000, the firm, contractor or individual(s) listed below certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Firm: Asplundh Tree Expert Co. DATE: 09/05/08

Title of Officer Signing: Vice President, Gregg G. Asplundh

Signature: [Signature]

CITY OF PALO ALTO RFQ 127935 PAGE 1 OF 1
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<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantities Per Year</th>
<th>Rate</th>
<th>Total</th>
<th>Rate</th>
<th>Total</th>
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<tr>
<td>01</td>
<td>Unit Cost Line Clearing</td>
<td>3,800 trees</td>
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<td>$228,000.00</td>
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<td>Hourly Cost Line Clearing</td>
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<td>Unit Cost Pole Clearing &amp; Spraying</td>
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<td>Base Bid Total (Bid Items 01 through 04)</td>
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<td>$972,907.00</td>
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