Report Type: Consent Calendar  
Meeting Date: 7/25/2011

Summary Title: Parks & Facilities Tree Maintenance Services

Title: Approval of a Contract with West Coast Arborists, Inc. for a Period of One Year for Parks and Facilities Tree Maintenance Services with Funding in the Not-to-Exceed Amount of $172,000

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 contract with West Coast Arborists, Inc. (Attachment A) for a period of one year for Parks and Facilities Tree Maintenance Services, with funding not to exceed amount of $172,000.

Background
Tree maintenance work in parks, park maintained areas (medians) and at City facilities is the responsibility of the Public Works Department. In the past, the work has been performed by City crews or by contractors working either on dedicated park/facilities contracts or on area maintenance contracts. Since late 2005 there has been increased emphasis on inspection and maintenance of trees near play or picnic areas and other areas of concentrated use. In order to accomplish the increased level of maintenance this additional contract is required, because City crews and existing tree service contracts are already fully utilized.

Discussion
Description of Services
The work to be performed under the contract includes pruning, tree and stump removal, turf removal, mulching and related tasks. The work locations will include parks, facilities, medians and open space. One tree maintenance crew with trucks and equipment will be required on a continuing basis during the life of the contract; and one stump removal crew with truck and equipment will be scheduled on an as-needed basis.

The International Society of Arboriculture (ISA) and American National Standards Institute (ANSI) standards for tree pruning are used as the pruning specifications for this contract. The contract specifies that the tree maintenance crew leader shall be an ISA-certified Arborist or Tree Worker.
A request for quotation for the services was posted at City Hall, and sent to or downloaded by 13 contractors. The bidding period was 22 days. Bids were received from 5 qualified contractors on June 7, 2011, as listed on the attached bid summary (Attachment B). Bids ranged from a low of $163,200 to a high bid of $245,000.

<table>
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<th>Summary of Bid Process</th>
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<td>Number of Company Attendees at Pre-Bid Meeting</td>
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<tr>
<td>Number of Bids Received:</td>
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<td>Bid Price Range *</td>
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*Bid summary provided in Attachment B.

Staff has reviewed all bids submitted and recommends that the bid of $163,200 submitted by West Coast Arborists, Inc. be accepted and that West Coast Arborist, Inc. be declared the lowest responsible bidder. The bid is 5 percent below the staff estimate of $172,000.

Staff confirmed with the Contractor's State License Board that the contractor has a current and active license on file. The contractor has successfully completed numerous projects for the City, and is currently working on the multi-year Tree Maintenance Services contract.

**Resource Impact**
Funds for this project are available in the FY 2012 Public Works Department Public Services Division operating budget.

**Policy Implications**
This recommendation does not represent any changes to existing City policies.

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

• A: Contract S11141494 TruGreen LandCare (PDF)
• B: Treebidsummary (PDF)
• C: TruGreen Letter (PDF)
• D: West Coast Arborist (PDF)

Prepared By: Eugene Segna, Project Manager

Department Head: J. Michael Sartor, Interim Director

City Manager Approval: James Keene, City Manager
GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the ______ day of June, 2011, by and between the CITY OF PALO ALTO, a California Chartered Municipal Corporation ("CITY"), and TRUGREEN LANDCARE, a partnership, with offices located at 2000 Oakland Road, San Jose, CA 95131, Telephone Number: 408-321-8733 ("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
   - “C” - Compensation
   - “D” - Insurance Requirements
   - “E” - Performance and/or Payment Bond (not applicable to this project)
   - “F” - Liquidated Damages (not applicable to this project)

   CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. TERM. The term of the pricing agreement shall be effective on the date of award and shall expire June 30, 2012 or upon exhaustion of funds allocated for tree maintenance services, subject to the provisions of Section Q and V 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 as 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 $_________; OR
   - The sum of $_________ per hour, not to exceed a total maximum compensation amount of $_________; OR
   - A sum calculated in accordance with the fee schedule set forth in Exhibit C, not to exceed a total maximum compensation amount of one hundred seventy-two thousand dollars ($172,000.00).

   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.

   The City has set aside the sum of $_________ for Additional Services. 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 hourly rates set forth above or in Exhibit C
CITY OF PALO ALTO CONTRACT NO. S11141494

(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. 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. INVOICING. Send all invoices to the CITY, Attention: Project Manager. The Project Manager is: Eugene Segna, Public Works Department, Operations Division, 3201 East Bayshore Road, Palo Alto, CA 94303, 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 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. 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. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. HOLD HARMLESS. To the fullest extent permitted by law and without limitation by the provisions of section M 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. 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.

O. 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.

P. 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.

Q. 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 if 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.

CONTRACTOR may terminate this agreement with or without cause, by providing CITY with a forty-five (45) day written notice.

R. 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.

S. 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.

T. GOVERNING LAW. This contract shall be governed and interpreted by the laws of the State of California.

U. 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.

V. 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.

W. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with the City’s Environmentally Preferred Purchasing policies which are available at the City’s Purchasing Department 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 the 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 the 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 the City shall be purchased in accordance with the 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 Office.

- Reusable/returnable pallets shall be taken back by the Contractor, at no additional cost to the City, for reuse or recycling. Contractor shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

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

Y. CONTRACT TERMS: All unchecked boxes do not apply to this Contract.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager or Designee
(Required on contracts $85,000 and over)

Purchasing Manager or Designee

CONTRACTOR: TRUGREEN LANDCARE

By ________________________________

Name ________________________________

Title ________________________________

Telephone: ____________________________

Approved as to form:

Senior Asst. City Attorney
EXHIBIT A
SCOPE OF SERVICES

(See attached – copy of scope with cover sheet)
PARKS AND FACILITIES TREE MAINTENANCE SERVICES

CONTRACT S11141494

Contractor shall perform on-going tree maintenance services as required by City. The work of this Contract includes, but is not limited to, pruning, tree removal, stump removal, sod removal, watering berm construction, mulching and site number tagging as identified by the Project Manager. The work will be located in City owned parks, facilities, medians and open space as needed. All work shall be in accordance with the specifications set forth in Exhibit A.
SUMMARY OF WORK

PART 1 \hspace{1cm} 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. 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 Parks and Facilities Tree Maintenance Services, Project Number RFQ141494, located in Palo Alto, California.

B. The work of this Contract includes, but is not limited to, pruning, tree removal, stump removal, sod removal, watering berm construction, mulching and site number tagging as identified by the Project Manager. The work will be located in City owned parks, facilities, medians and open space as needed.

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 01540 - Security.
6. Section 01570 - Traffic Control.
7. Section 02117 - Stump Removal.
8. Section 02975 - Tree Maintenance Work.

PART 2 \hspace{1cm} PRODUCTS (NOT USED)

PART 3 \hspace{1cm} EXECUTION (NOT USED)

END OF SECTION
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, 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 detail the dates and hours worked by each crew during that month. Other reporting may be requested as needed.

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
MEASUREMENT AND PAYMENT

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 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.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 TREE MAINTENANCE WORK (BID ITEM 1)

A. Measurement: This item will be measured on a per hour basis (to the nearest quarter hour) for each three (3) person tree maintenance 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 measured. Lunchtime will not be measured.
MEASUREMENT AND PAYMENT

B. Payment: This item will be paid on a per hour basis (to the nearest quarter hour) for each three (3) person tree maintenance 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.

3.01 STUMP REMOVAL WORK (BID ITEM 2)

A. This item will be measured on a per hour basis (to the nearest quarter hour) for each two (2) person stump removal 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 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 stump removal 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.

END OF SECTION
COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Hours of work.
B. Daily schedule.
C. City representation.

PART 2 PRODUCTS (NOT USED)

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.

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 20-24

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.
SCOPE OF WORK
SECTION 01040

COORDINATION

3.02 DAILY SCHEDULE

A. The Contractor shall provide one (1) tree maintenance crew each day. The Contractor shall provide one (1) stump removal crew on an as needed basis; scheduled by mutual agreement with the City.

B. The Contractor's project superintendent and the Contractor's crews shall report to the Project Manager at 8:00 a.m. each day at the Municipal Service Center, 3201 East Bayshore Road, Palo Alto or at field locations designated by the Project Manager.

C. The Project Manager will provide a verbal or written work schedule each day.

D. The Project Manager will determine when weather or other conditions prevent safe or efficient work operations. If work operations are canceled after the work day has started (8:00 a.m.) the Contractor will be credited with two (2) hours per crew or the actual hours worked, whichever is greater.

3.03 CITY REPRESENTATION

A. The Project Manager will appoint an agent or an employee to represent him on the job site as needed. 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
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; large and small stump grinder; 4 cubic yard dump truck; tools and safety equipment for each crew.

B.  Contractor should also include on the 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
QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Company requirements.

B. Project Superintendent.

C. Personnel and equipment requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

1.01 COMPANY REQUIREMENTS

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

B. Contractor's local office shall be located within 100 miles and Contractor's yard shall be located within 25 miles of the Palo Alto city limits.

C. Contractor shall possess a valid State of California contractor's license in C-61/D-49 (Tree Service).

1.02 PROJECT SUPERINTENDENT

A. All work shall be performed under the supervision of the Contractor's thoroughly experienced and qualified Project Superintendent who shall be on the Project site at all times. The Project Superintendent will be subject to the approval of the Project Manager.

B. 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.

C. The Project Superintendent shall have a functioning cellular telephone immediately available during work hours and the telephone number shall be
QUALITY CONTROL

furnished to the Project Manager.

D. The Contractor shall not change its designated Project Superintendent without written notification to the City seventy-two (72) hours in advance. The new Project Superintendent will be subject to the approval of the Project Manager.

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

1.03 PERSONNEL AND EQUIPMENT REQUIREMENTS

A. Each tree maintenance crew shall include:

- Lead climber with ISA Arborist (CA) or Treeworker (CTW) certification and a minimum of three (3) years current ornamental pruning experience.
- The lead climber shall be fluent in English and capable of preparing clear and concise daily work summary reports on City furnished forms.
- A second climber, with a minimum of three (3) years current ornamental pruning experience.
- A ground person with a minimum of one (1) year general ground work experience.

Each stump removal crew shall include:

- Two employees with a minimum of two (2) years stump removal experience.

All personnel are subject to the approval of the Project Manager.

B. Personnel and equipment shall be qualified in accordance with all CalOSHA rules and regulations that apply to tree work.

Personnel and equipment shall meet all requirements of CalOSHA that apply to tree work near overhead electrical conductors.
C. The tree maintenance crew shall be equipped with:
   - An aerial lift truck (55 feet working height).
   - A dump truck with chipper body (8 cubic yard capacity)
   - A disc chipper (minimum 12" capacity)
   - Chain saws, hand saws, pole pruners, pole saws, loppers and hand pruners
   - Climbing and personal safety gear
   - Traffic control signs and other equipment necessary to perform the work.

The stump removal crew shall be equipped with:

   - Stump grinders: Vermeer 672 or approved equal, and Vermeer 252 or approved equal.
   - Dump truck with a minimum of four (4) cubic yard capacity.
   - Power sod cutter (on a as needed basis)
   - Shielding: 4' x 8' plywood sheeting or approved equal.
   - Wrenches: Shut-off wrenches specifically for water meters and gas meters.
   - 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.
   - Tape: 3 inches wide, yellow vinyl barrier tape with black lettering stating "Caution".
   - Traffic control signs and other equipment necessary to perform the work.

D. The Contractor shall provide one (1) tree maintenance crew each day. The Contractor shall provide one (1) stump removal crew on an as needed basis; scheduled by mutual agreement with the City.
SECTION 01540

SECURITY

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.
SECURITY

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.

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
SECURITY

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 and fiber optic.

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
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.
TRAFFIC CONTROL

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.

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.
TRAFFIC CONTROL

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 City or Contractor's crews will post "No Parking" signs as needed.

END OF SECTION
STUMP REMOVAL

PART 1  GENERAL

1.01  SECTION INCLUDES

A. Stump removal.
B. Sod removal.
C. Debris disposal.

1.02  REFERENCES

A. 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  MATERIALS

A. Topsoil: Furnished by the City and available at the City’s Municipal Service Center, Palo Alto Sanitary Landfill, or Ciradella’s Garden Supply.

B. Site Number Tags and Attachment Hardware: Furnished by the City.

PART 3  EXECUTION

3.01  STUMP REMOVAL

A. The Contractor shall notify Underground Service Alert (USA) five (5) working days prior to stump removal. The Contractor shall delineate the limits of work in white paint in conformance with the requirements of USA and shall notify USA at (800) 227-2600. Notification shall include the specific address or a location description of the work.

B. The Contractor shall remove all USA markings, which remain after completion of the work. USA markings shall be removed by high-pressure water washing, wet sandblasting or by other methods approved by the Project Manager.

C. The Contractor shall temporarily remove (and replace following completion of the work) any public or private improvements located within the stump.
STUMP REMOVAL

removal site. Improvements shall include, but not be limited to, loose bricks and pavers, landscape rocks and stones, small shrubs and plants, filter fabrics, and mulch.

D. The Contractor shall provide adequate shielding to prevent flying debris during all stump removal operations.

E. The Contractor shall remove stumps in conformance with specifications provided by and as directed by the Project Manager. When required the Contractor shall excavate the stump grindings (wood chips mixed with dirt) from the stump removal site and shall spread the grindings on site or deliver the grindings to the refuse area of the Palo Alto Sanitary Landfill. The Contractor shall endeavor to save and reuse as much clean native soil within the work site as is possible.

F. The Contractor shall secure open stump removal sites with barricades and tape until inspected by the Project Manager and backfilled as directed with grindings and/or topsoil.

3.02 SOD REMOVAL

The Contractor shall remove sod from around the base of trees, construct watering berms, spread mulch and install site number tags as directed by the Project Manager.

3.03 DEBRIS DISPOSAL

A. 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 date for permanent closure of the City of Palo Alto Sanitary Landfill is uncertain at this time. If closure should occur during the life of the contract alternate disposal options within Palo Alto will be identified and will be made available to the Contractor at no charge.

END OF SECTION
SCOPE OF WORK

SECTION 02975

TREE MAINTENANCE WORK

PART 1  GENERAL

1.01  SECTION INCLUDES

A. Pruning standards.
B. General pruning specifications.
C. 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. Government Order 95 (2007)
California Public Utilities Commission

D. Migratory Bird Treaty Act of 1918

PART 2  PRODUCTS

2.01  DISINFECTANT

A. Contact spray: Lysol or equivalent approved by the Project Manager.
B. Site Number Tags and Attachment Hardware: Furnished by the City.

PART 3  EXECUTION

3.01  PRUNING STANDARDS

A. Pruning shall conform to the techniques and standards specified in the current edition of ANSI A300 (Tree, Shrub and Other Woody Plant...
TREE MAINTENANCE WORK


B. Climbing spurs shall not be used on any tree to be pruned except in an emergency situation (such as aerial rescue) or upon written authorization of 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 GENERAL PRUNING SPECIFICATIONS

A. General pruning specifications shall apply to all pruning work.

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 thinned 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:

1. Clearance over traffic lanes and bike lanes shall be a minimum of fourteen (14) feet above pavement level.
TREES

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.

4. Clearance from electric service drops is necessary only when vegetation is putting a noticeable strain or abrasion on the line, or as required by the Project Manager.

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 (codominate) 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. 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.

I. Structural pruning of young trees shall conform to the section on training young trees in the International Society of Arboriculture "Best Management Practices."
TREE MAINTENANCE WORK


J. Ivy growing on tree limbs and trunks 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.

K. The Contractor shall install site number tags as directed by the Project Manager.

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.

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 tree maintenance 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 date for permanent closure of the City of Palo Alto Sanitary Landfill is uncertain at this time. If closure should occur during the life of the contract alternate disposal options within Palo Alto will be identified and will be made available to the Contractor at no charge.

E. Clean chips shall be spread on site or 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
CONTRACTOR shall perform the Services so as specified in the Scope of Services, Exhibit A. The time to complete the task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Complete by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. On-going tree maintenance services</td>
<td>June 30, 2012</td>
</tr>
</tbody>
</table>
EXHIBIT C
SCHEDULE OF FEES

(See attached rates – copies of Bidder’s Bid Pages – RFQ141494)
Bidder's Response and Acceptance

In response to this Request for Quotations (RFQ), the undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the specifications herein referred to; and the Bidder proposes and agrees, if this Bid is accepted, that theBidder will contract with the City of Palo Alto (City), to provide all necessary materials and/or services, and furnish the specified requirements in this RFQ, in the manner herein prescribed and at the prices stated.

Project Title: Parks and Facilities Tree Maintenance Services
Request for Quotations (RFQ) number141494

Quotation Due Date: 3:00 p.m., Tuesday, June 7, 2011.

BID DESCRIPTION AND SCHEDULE

The City of Palo Alto is inviting bids for Parks and Facilities Tree Maintenance Services. The work of this Contract includes, but is not limited to, pruning, tree removal, stump removal, sod removal, watering berm construction, mulching and site number tagging. The work will be located in City owned parks, facilities, medians and open space as needed.

The Contractor shall complete every unit price in the Base Bid Schedule and agrees to perform all work identified by the City for the term of the contract for the prices in the Base Bid Schedule.

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

Base Bid Schedule:

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>APPROX QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>CREW HOURLY RATE</th>
<th>TOTAL EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>1,000</td>
<td>Hours</td>
<td>Tree Maintenance Work by a three (3) person crew.</td>
<td>$144.00</td>
<td>$144,000</td>
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<tr>
<td>02</td>
<td>200</td>
<td>Hours</td>
<td>Stump Removal Work by a two (2) person crew.</td>
<td>$96.00</td>
<td>$19,200</td>
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</table>

Base Bid Schedule Total (items 01 and 02, with all applicable taxes and fees included)

(Total Price in words: One Hundred Sixty-three Thousand Two Hundred Dollars)

$163,200

Price Increases

Prices quoted above shall remain firm for the contract 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 increase during the contract period. Requests for price adjustments during the contract period will not be allowed.
Lowest Responsible Bidder
The lowest bid shall be the lowest Total of the Base Bid Schedule. This rate is being used for the purpose of determining the lowest responsible bidder. The not-to-exceed amount 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 Due Upon Receipt

Signature must be the same as signature in Section I – Request for Quotation and Bidder Required Information.

Signature: [Signature]
(Print name)

PLEASE NOTE:
Your signature above and bid submittal shall indicate that you have carefully examined all Bid Documents, including the sample contract to be used to make the award, and that you fully understand the scope of work and the requirements by the City of Palo Alto. Any exceptions to the specifications and general requirements shall be submitted with the bid as an attachment. The city will determine if such exceptions are satisfactory in meeting mandatory requirements or specification, and if the proposed alternate meets the intent of this Request for Quotations (RFQ).
CITY OF PALO ALTO CONTRACT NO. S11141494

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:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>AGGREGATE</td>
</tr>
</tbody>
</table>

| YES | WORKER’S COMPENSATION | STATUTORY |
|     | EMPLOYER’S LIABILITY   | STATUTORY |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY | $1,000,000 |
|     |                   | PROPERTY DAMAGE | $1,000,000 |
|     |                   | BODILY INJURY & PROPERTY DAMAGE COMBINED. | $1,000,000 |
| YES | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY | $1,000,000 |
|     |                   | - EACH PERSON | $1,000,000 |
|     |                   | - EACH OCCURRENCE | $1,000,000 |
|     |                   | PROPERTY DAMAGE | $1,000,000 |
|     |                   | BODILY INJURY AND PROPERTY DAMAGE, COMBINED. | $1,000,000 |
| NO  | PROFESSIONAL LIABILITY, INCLUDING ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | $1,000,000 |
| YES | 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. |

I. INSURANCE COVERAGE MUST INCLUDE:
   A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
   B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
   C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTRACTOR 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

Rev. January 11, 2010
## Project No. 141494
### Bid Summary

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>Description</th>
<th>BID QTY (HRS)</th>
<th>Staff Estimate Unit Price</th>
<th>Staff Estimate Bid Amount</th>
<th>West Coast Arborists, Inc. Unit Price</th>
<th>West Coast Arborists, Inc. Bid Amount</th>
<th>Cleary Brothers Landscape, Inc. Unit Price</th>
<th>Cleary Brothers Landscape, Inc. Bid Amount</th>
<th>Professional Valley Crest Tree Care Co. Unit Price</th>
<th>Professional Valley Crest Tree Care Co. Bid Amount</th>
<th>Valley Crest Tree Care Service Unit Price</th>
<th>Valley Crest Tree Care Service Bid Amount</th>
<th>Arborwell Inc. Unit Price</th>
<th>Arborwell Inc. Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tree Maintenance Work (3 person crew)</td>
<td>1,000</td>
<td>$150</td>
<td>$150,000</td>
<td>$144.00</td>
<td>$144,000.00</td>
<td>$161.30</td>
<td>$161,300.00</td>
<td>$189.00</td>
<td>$189,000.00</td>
<td>$204.00</td>
<td>$204,000.00</td>
<td>$195.00</td>
<td>$195,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Stump Removal Work (2 person crew)</td>
<td>200</td>
<td>$110</td>
<td>$22,000</td>
<td>$96.00</td>
<td>$19,200.00</td>
<td>$109.40</td>
<td>$21,880.00</td>
<td>$126.00</td>
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<td>$129.00</td>
<td>$25,800.00</td>
<td>$250.00</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:**

- Staff Estimate: $172,000
- West Coast Arborists, Inc.: $163,200
- Cleary Brothers Landscape, Inc.: $183,180
- Professional Valley Crest Tree Care Co.: $214,200
- Valley Crest Tree Care Service: $229,800
- Arborwell Inc.: $245,000
July 14, 2011

City of Palo Alto
ATTN: Eugene Segna, Project Manager
3201 E. Bayshore Road
Palo Alto, CA 94303

Re: City of Palo Alto Tree Maintenance Contract

Dear Eugene Segna:

Effective July 1, 2011, TruGreen LandCare has assigned the above-referenced contract to West Coast Arborists, Inc., subject to consent to assignment by the City of Palo Alto. TruGreen has also sold to WCA all of the vehicles and equipment used on the project, and all of its project employees have transferred to WCA, in order to ensure a seamless transition. TruGreen hereby requests that the City of Palo Alto consents to the assignment of the contract to WCA. All contract payments for work performed from and after July 1, 2011, should be sent directly to WCA.

Very truly yours,

TruGreen LandCare

By, Phil Lundy, Region Manager
July 14, 2011

City of Palo Alto - Purchasing Department
Attn: Mr. John Montenero
3201 E. Bayshore Road
P.O. Box 10250
Palo Alto, CA 94303

Dear Mr. Montenero,

I am very pleased and proud to announce the recent acquisition of TruGreen Landcare’s Northern California Tree Division by West Coast Arborists, Inc. (WCA) effective as of June 30, 2011.

WCA has been providing professional urban forestry maintenance and management services for municipalities since 1972. WCA has a strong track record of satisfied customers which includes nearly 200 California municipalities.

We assure you that the services you have come to associate TruGreen Landcare’s Tree Division with will not only continue but will expand with this new acquisition. It is WCA’s intent to honor any current agreement in place with your City. At this time, we request that the City of Palo Alto assign the tree maintenance contract to WCA. As a reminder, it is important to know that the existing conditions and terms of your current contract will remain in effect and quality service will be ensured.

We truly are enthusiastic about this new venture and are confident both the City and its residents will be pleased with WCA’s ability to perform quality workmanship good customer service and tree expertise.

On behalf of WCA, we appreciate your support and patronage and look forward to working with you for many years to come.

Sincerely,

Victor Gonzalez
Vice President - Marketing

cc: Eugene Segna