

CITY OF PALO ALTO CONTRACT NO. C21181420**GENERAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on the 18th day of October 2021, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("**CITY**"), and **WEST COAST ARBORISTS, INC.**, a California corporation, located at 2200 E. Via Burton Street, Anaheim, CA 92806, Telephone Number: 714-991-1900 ("**CONTRACTOR**"). In consideration of their mutual covenants, the parties hereto agree as follows:

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

- ☒ "A" – Scope of Services
- ☒ "A-1" –General Services Task Order
- ☒ "B" – Schedule of Performance
- ☒ "C" – Schedule of Fees
- ☒ "D" – Insurance Requirements
- ☒ "E" – DIR Registration for Public Works Contracts
- ☒ "F" – Claims Process for Public Works Contracts

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. **TERM.**
The term of this Agreement is from October 18th, 2021 through October 17th, 2024, subject to the provisions of Sections R and W of the General Terms and Conditions.
4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.
5. **COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- ☒ A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of **Three Million Four Hundred Twenty-Five Thousand Three Hundred Eighty Dollars (\$3,425,380)**.

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.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 5.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Three Hundred Forty Thousand Dollars (\$340,000)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Three Million Seven Hundred Sixty-Five Thousand Three Hundred Eighty Dollars (\$3,765,380)**, as detailed in Exhibit C.

“Additional Services” means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit A. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 5. CONTRACTOR shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 8 (Invoicing). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “GENERAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONTRACTOR shall sign the Task Order and return it to CITY’s Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project

Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONTRACTOR for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 5. CONTRACTOR shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 5. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- ☒ CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- ☐ CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

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

- ☒ **This project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Exhibit E, attached hereto and incorporated herein.

- 8. INVOICING.** Send all invoices to CITY, Attention: Project Manager. The CITY's Project Manager is Derek Sproat, Dept. Urban Forestry Section, Telephone: (650) 496-6985. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.

- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.

- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.
- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause,

CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY pursuant to a written amendment to this Agreement executed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- W. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section

shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

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

Z. PREVAILING WAGES

☒ **Contractor is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the

Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

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

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

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

CITY OF PALO ALTO

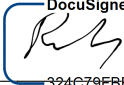
City Manager or Designee

Purchasing Manager or Designee

Approved as to form:

City Attorney or Designee

WEST COAST ARBORISTS, INC.

By  DocuSigned by:
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Name Patrick Mahoney, President
Title President
Telephone: 714 9200445

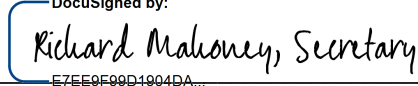
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Name Richard Mahoney, Secretary
Title VP/Secretary
Telephone 714-991-1900

EXHIBIT A SCOPE OF SERVICES

The scope of contracted work shall consist of pruning, removal, stump grinding, and other maintenance of trees, palms, and other woody plants, along street corridors, and throughout parks, open spaces and facilities within the City, as detailed in this Scope of Services. Work shall be administered and approved by representatives of the Department of Public Works, Public Services Division - Urban Forestry Section.

PART I. GENERAL PROVISIONS

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

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

A. Measurement and Payment

Payment for the various items in the fee 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 detailed in this Scope of Services and in the Specifications.

Work not specifically set forth as a pay item in the Contractor's Fee Schedule, 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.

No separate payment will be made for any item that is not specifically set forth in the fee schedule except by Additional Services which shall be approved by City's Project Manager and all costs therefore shall be included in the prices named in the fee 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. Work quantities included in this scope and associated solicitation documents are estimates and are not guaranteed and are subject to annual budgetary approval.

1. Unit Prices for Program Pruning, Palm Pruning, and Tree and Stump Removal
(Fee Schedule Items 1, 2, 5 and 6)

Work:

Programmed Pruning, Palm Pruning, and Tree & Stump Removal areas are planned as contiguous areas or confined geographical areas within the City of Palo Alto boundaries such as:

➤ Street and Parkway Areas

The City is divided into 6 geographic Street Tree Areas with approximately 4,400 trees per area that are included in this Scope of Services (per the exhibit entitled "CITY AREA MAP EXHIBIT" included at the end of this Scope of Services). The intent of programmed pruning for street and parkway trees is to have all trees pruned within at least three (3) Areas a minimum one (1) time by the end of the 3-year contract period.

➤ Park and Facility Areas

There are approximately 4,685 park and facility trees within the City's boundaries included in this scope of services. The majority of these trees have been recently pruned and will not be scheduled for programmed pruning during this 3-year contract period. Please note that trees included in this group may be assigned as Demand Pruning during this contract period.

➤ Open Space Areas

There are approximately 1,100 landscape trees in the Arastradero, Foothills, and Baylands Open Space Preserves. There are also approximately 1,000 trees in the road right-of-way along city maintained rural roads. The intent of programmed pruning open space areas is to have 150 trees pruned per year or a total of 450 pruned by the end of the 3-year contract period.

Measurement and Payment:

These items will be paid by quantity at a set cost. The Contractor's fee schedule in Exhibit C includes all labor and mobilization of equipment costs for all work required. There will be no separate measurement or payment for travel time.

2. Unit Prices for Demand Pruning (Fee Schedule Item 3)

Work:

Work orders for Demand Pruning are based on service requests with specific objectives in various locations within the City of Palo Alto boundaries and may or may not be at contiguous locations. These may be trees that are being pruned out of cycle or require work beyond typical pruning specifications. At the discretion of the City's Project Manager, Program Pruning at locations that require substantial traffic control measures (example: requiring the use of flaggers on arterial roads) may be billed at Demand Pruning pricing.

Measurement and Payment:

These items will be paid by quantity at a set cost. The Contractor's fee schedule in Exhibit C includes all labor and mobilization of equipment costs for all work required. There will be no separate measurement or payment for travel time.

3. Hourly Rates for Basic Services (Fee Schedule Item 4)

Work:

Hourly work will be designated at the discretion of the Project Manager and may include, but is not limited to:

- a. Crown Reduction/Crown Clean for Modesto Ash and other large-spread canopy trees*
- b. Pruning requiring significant roping and rigging
- c. Pruning in areas with limited accessibility (e.g. Open Space Park Trails)
- d. Special Projects that require special services (e.g. Crane Services or 90- foot aerial lift)
- e. Palm Skinning
- f. Additional Stump Grinding outside of specified radii from existing stump

*Note: Modesto ashes and other large-spread canopy trees not requiring a crown reduction will be billed at Programmed pruning rates unless other factors deem Demand pruning rates more appropriate.

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, job site(s) and travel time between job sites will be measured. Lunchtime and debris disposal time will not be measured.

Payment:

This item will be paid on a per hour basis (to the nearest quarter hour) for each three (3) person tree maintenance crew or (2) person crew for stump removals. Payment rates 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 described here in this Scope of Services.

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 in writing in advance by the Project Manager. Contractor shall charge the City no more than the minimum overtime rate required by federal and state law.

B. Invoicing

In addition to the provisions of Section 8 (Invoicing) of this Agreement, the Contractor shall invoice Urban Forestry at the end of each calendar month, using a

format approved in advance by the City. All invoices shall reference the contract number and detail the dates and hours worked by each crew during that month. Invoice format shall include but not be limited to a list of each street where tree maintenance operations took place, the address of each individual tree, the species and trunk diameter of each individual tree. Other reporting may be requested as needed. Failure to submit invoices in this format may result in non- payment until these requirements are met.

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.

C. Additional Services

The City may require Additional Services to be performed or materials to be furnished pursuant to the provisions of Section 5 (Compensation for Original Term) of this Agreement.

No change to the Work shall be made or extra work performed or deduction from the Work made unless pursuant to a written authorization signed by the Project Manager, pursuant to Section 5 (Compensation for Original Term) or pursuant to a contract amendment per Section S (Assignments/Changes) of this Agreement. No claim for additional payment shall be considered unless so authorized and executed.

Additional Services is defined in Section 5 (Compensation for Original Term) of this Agreement. Some examples of potential Additional Services may include:

- Capital Improvement Projects (CIPs)
Trees that will be impacted by development and require pruning or removal will be paid at Programed Pruning costs, unless access is restricted, significant travel is required between job sites and/or the job requires specialized equipment detailed in hourly rates. All work for CIPs will be authorized and coordinated by the City's Landscape Architect or Urban Forester.
- Tree work or stump grinding for other Departments
Trees that belong to the City but are outside the Scope of Services for this contract. Examples might include City facility development or improvement projects, Utility improvement projects, and possible safety or security enhancement projects. All additional work for other departments will be coordinated by the Project Manager in conjunction with requesting Department.

D. Notice to Proceed

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates, receipt of approval by other governmental agencies (if required), and any other documentation required by the City.

E. Coordination

1. Work Week

The Contractor shall provide no more than two (2) unit tree maintenance crews each day, unless requested and authorized by the City Project Manager. The Contractor shall provide one (1) hourly crew, tree removal or stump removal crew on an as needed basis; scheduled by mutual agreement with the City. At the discretion of the City Project Manager, staffing levels may be increased during emergency response

The normal work week shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding City holidays. Contractor crews shall be at the work site and ready to start work by 8:00 a.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. Notify Urban Forestry staff by 7:30 a.m. daily, by email, with starting locations for each crew, crew size and contact phone number of each crew Foreman.

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

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

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

2. Daily Contact

The Contractor's Foreperson(s) shall report to the City's designated Inspector each day via cell phone or at pre-designated field locations.

3. Cease of Operations

The Contractor's 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.

4. Inspection and Oversight

The contract (meaning, this Agreement) will be managed for the City by a member of the City's Urban Forestry staff, either consisting of or appointed by the City's Project Manager, serving in the capacity of Contract Inspector. The Inspector provides the principal contract management and monitoring function, and is the primary contact point for communication between the City and the Contractor.

The Inspector will ensure compliance with the contract documents, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor.

Inspections shall be both visual and operational. In addition, the Inspector may call for the Contractor to meet on the site for walkthrough inspections. The Inspector will schedule such meetings at the discretion of the City.

a. Inspection Reports

Contractor shall contact Urban Forestry staff daily to request inspection of all work performed. The Inspector may prepare an "Urban Forestry Contract Inspection Report", with a performance rating. Ratings will reflect the work performance of the Contractor at the site locations under the terms and conditions of this contract. The inspection report may include comments with recommendations for improvements, but it does not take away the Contractor's responsibility to maintain each site per contract specifications and to the satisfaction of the City. Problem areas are to be acted upon promptly and corrective action taken, as applicable.

- i. Inspection reports will be prepared in two copies. The Inspector will establish a schedule for the Contractor to pick up their copy from the Urban Forestry Office and sign the City's copy, acknowledging receipt. Failure to retrieve the Contractor's copy of an inspection report will not relieve the Contractor of their responsibility to correct all noted problem areas in a timely manner.
- ii. Inspection report criteria will include, but not be limited to, the following:
 - 1) Site cleanliness
 - 2) Communication with Inspector
 - 3) Adherence to pruning standards

- 4) Traffic control and safety
- 5) Posting and notifications
- iii. The inspector will give the contractor an opportunity to correct or replace non-conforming deliverables or services, if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.
- iv. The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the contractor's non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

b. Failure to Perform

If the Contractor fails to perform in accordance with the terms and conditions of the contract the Inspector will document the deficiencies on the "Urban Forestry Contract Inspection Report" form, which will serve as written notice to the Contractor.

- i. A rating of "Needs Improvement" will require the Contractor to correct the stated deficiency(s) within seven calendar days, or as otherwise specified by the Inspector.
- ii. A rating of "Unsatisfactory" will require the Contractor to correct the stated deficiency(s) within 48 hours, or as otherwise specified by Inspector. After two consecutive "unsatisfactory" ratings for any area within the contract, a "Failure to Comply" letter may be issued.
- iii. A "Failure to Comply" rating represents a final notice. The City may choose to terminate the contract, or at the discretion of the Inspector, may allow the Contractor to correct deficiencies within 24 hours. Failure to correct deficiencies within 24 hours will result in contract termination. Such termination for cause may result in the Contractor being considered "Non- Responsible" during subsequent renewal evaluations, for a period of up to three years.
- iv. If the Contractor receives more than two "Unsatisfactory" ratings within a 90-day time span, they may be issued a "Failure to Comply" letter. If two "Failure to Comply" letters are issued within a 180-day period, the City may terminate the Agreement. Such termination for cause may result in the Contractor being considered "Non-Responsible" during subsequent renewal evaluations, for a period of up to three years.
- v. If the Contractor receives two "Failure to Comply" letters within a contract year, they may be considered "Non-Responsible" for subsequent renewal evaluations.

5. Digital Photos

Contractor may be asked to supply, and will supply, “Before and after” trimming pictures that are suitable for reproduction when requested by the City.

6. Allocation and Completion of Work Orders

City shall provide the contractor with an electronic database of trees to be pruned by Area. If requested, Contractor may receive access to Urban Forestry’s tree inventory software. This can be used to access the tree database and for digital reporting of completed work and other recorded field data. Contractor shall complete an Area entirely before beginning work in a new Area. Contractor shall systematically and thoroughly work continuously in the assigned Area until completion.

Each Contractor crew Foreman shall complete a City approved Daily Report using the tree database, and the Contractor shall provide a list of completed work locations for review and acceptance by the City’s Inspector at a bi-monthly scheduled meeting at the City’s Municipal Service Center or in the field. The tree database may have trees that are missing, dead, or need to be removed. Contractor shall record this on the tree inventory list.

Work orders shall be allocated by Urban Forestry based on actual service requirements and available funding. All work orders will be assigned on an as-needed basis as determined by Urban Forestry. It is possible that no services may be required by the City from a contractor during all or any portion of the contract term. All work orders assigned to the contractor shall be completed within thirty (30) days except where otherwise noted. Trees less than 4 years old or 3” in or less in diameter will not be worked on by the Contractor unless specifically requested by the City.

7. Park, Facility and Open Space

The Contractor’s Supervisor shall coordinate with the City’s Open Space Manager and Irrigation Coordinator prior to all park, open space and facility work to ensure events, games, parking, and facilities are undisturbed to the best extent possible and irrigation infrastructure is properly flagged by City staff and avoided.

The Contractor shall provide plywood and supports as needed to provide adequate protection at designated sites. Vehicles or equipment shall be operated to avoid ruts, damage to turf, and damage or dirt on infrastructure.

8. State and County Roads and Transportation Corridors

When requested to perform tree maintenance work on County roads, the Contractor’s Supervisor will coordinate with County, State, and Transportation entities for all necessary permits and submittals in advance of tree maintenance work, at the Contractor’s expense.

F. Project Meetings

1. Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the Contract. The Contractor shall attend the conference along with the prospective Project Manager. The Contractor shall provide at least two (2) local telephone numbers that may be used to contact the Contractor or an authorized representative in the event of an emergency after normal business hours.

2. Bi-Monthly Project Meetings

The Contractor's Area Manager and Supervisor shall attend bi-monthly project meetings and specially called meetings throughout progress of the Work. The bi-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.

G. Contractor Requirements:

1. Corporate Capability

Contractor's qualifications applicable to this project, must including the following:

- a. Affirmative statement of compliance with indemnity and insurance
- b. State of California Contractor's License number and expiration date, C61/D-49 and any other applicable licenses
- c. DIR Registration number

2. Experience

Contractor shall have at least ten (10) years of current experience performing contract tree pruning and removal work in the state of California. Contractor's local management staff shall be completely qualified to perform the work of this contract and have a minimum of five (5) years current experience performing this work in the state of California.

3. Capacity

Contractor shall provide sufficient labor and equipment resources to perform the work of this project in a safe and efficient manner. Contractor shall have a minimum crew capacity of three (3) crews with the ability to bring an additional five (5) crews and sufficient equipment for unforeseen issues (such as emergency response) within 24 hours of request, at the discretion of the City.

Contractor shall have sufficient labor and equipment resources as requested in this section to perform the work of this project.

4. Employee Training

Contractor shall provide proof of internal tree maintenance, safety, and arboricultural training programs information.

5. Local Office

Contractor's local office shall be located within 100 miles and Contractor's yard shall be within 40 miles of the City of Palo Alto limits.

6. Solicitation of Private Tree Work

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.

H. Staffing Requirements

The Contractor is required at all times to provide sufficient workforce and supervisory personnel to perform the specified services and to meet the requirements of the City. When in times of high demand, the contractor shall make available to the City a minimum of three (3) crews.

1. Crew Size

The standard crew is three persons, one chipper truck, one chipper, one aerial lift and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects or trimming specific trees requiring immediate attention prior to their scheduled trim.

2. Qualified Personnel

a. Supervision:

The Contractor shall provide qualified supervisory staff. One competent individual will be available at all times to supervise the work, and assigned to be the Project Superintendent, and must be on site for a regularly scheduled minimum of eight (8) hours per week, and 16 hours per week when three (3) or more Contractor crews are working in the City. This individual shall be a full-time employee, and be a current International Society of Arboriculture Certified Arborist. This individual shall be experienced in the type of work being performed and fully capable of managing, directing, and coordinating the work, reading and thoroughly understanding the contract, and receiving and carrying out directions from the City. This individual must be able to speak and write English and receive and communicate to the crew and property owner's instructions and information relevant to the work order.

One (1) Project Superintendent Arborist shall be provided for every twelve (12) contractor employees assigned to City work.

The Project Superintendent individual must be reachable via cell phone, email or fax during business hours (Monday – Friday, 8:00 AM to 4:00 PM) during the Contract Period.

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. 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. Crew

Each tree maintenance crew shall include:

- Lead climber who will serve as Crew Foreman with current certification as an ISA Certified Arborist, or Western Chapter International Society of Arboriculture Certified Tree Worker (CTW). The lead climber shall be fluent in English and capable of preparing clear and concise daily work summary reports on City furnished or other approved 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.

The individual assigned Crew Foreman shall remain with his/her crew at all times throughout the working day.

Each tree removal crew shall include:

- Three employees with a minimum of three (3) current years removal experience

Each stump grinding crew shall include:

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

Contractor staff assigned to work near Cal train tracks may require training and certification by Cal train, at Contractor's expense.

Contractor shall have available all certifications, degrees, or any other documentation that provide evidence of experience and certifications of staff. List of staff qualifications include but are not limited to:

1. All ISA Certified Arborists employed by the firm.
2. All ISA TRAQ qualified tree risk assessors employed by the firm.
3. All ISA Certified Tree workers employed by the firm.
4. All ISA Utility Line Clearance Tree workers employed by the firm if any.
5. All Certified Utility Arborists employed by the firm if any.

All certifications and degrees shall be current at the time of Contract award and shall remain current and up to date throughout the life of the Contract.

The Contractor must have staff that includes Certified Crane Operators(s) as recognized by national Commission for the Certification of Crane Operators (NCCCO).

All personnel are subject to the approval of the Project Manager. If the Project Manager finds the Contractor's employee to be unsatisfactory, the Contractor shall replace that employee immediately.

3. Communication Device Requirements

The Superintendent and Crew Foreman or equivalents must have a communication device, such as a smart phone, in the field at all times during normal working operations. Two modes of communication such as a smart phone and two-way communication device must also be on-hand during an emergency event. The City may request to utilize this technology for the transfer of electronic documents including, but not limited to, PDFs, shop papers, work requests.

4. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. The Contractor shall provide the City with up to five (5) additional crews including one (1) Supervisor for emergency service after the normal work hours of 8:00 a.m. to 4:00 p.m. when requested by the Project Manager. The Contractor's Supervisor shall be responsible for coordinating call-out personnel with the Project Manager. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number of the names of at least six (6) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve high voltage power lines or any utility lines the Contractor shall be required to notify the Project Manager before such work can begin.

When crews are dispatched for storm work, equipment for proper response, in addition to required tooling, shall include but not be limited to: hand held spotlight (minimum 200,000 candle power), flares, sufficient petty cash, and rigs totally operational and fully fueled.

Contractor shall have available a plan for the mobilization of said resources at the City's request in the event of a storm. Contractor crews assigned to the City shall

not be reassigned to storm duty outside the City during an emergency event, without the City's specific approval.

5. Personnel Uniforms and Identification

All contractor personnel shall be required to wear uniforms bearing the contractor's company name while completing City work assignments. Uniforms shall consist of a shirt and/or jacket with company and employee name neatly screen printed or embroidered and conspicuous.

All Contractor personnel shall be clearly identified with the name of the company on their uniform. Tank tops shirts and shorts are not allowed. Shirts must be worn at all times, and personnel shall maintain a neat and clean appearance. All personnel must wear high visibility safety vests that meet ANSI standards while working in traffic areas.

I. Equipment Requirements

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 brush 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:

- Dump truck with a minimum of four (4) cubic yard capacity.
- Power sod cutter (on an as needed basis).
- Shielding: 4'x8' 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 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.

All vehicles and equipment used in the performance of work assigned under this contract shall be in good working order and in compliance with all local, state and federal laws. The Contractor must demonstrate to the satisfaction of the City that the maintenance equipment to be used in the Work is in good working condition and suitable for performing the Work required. The Contractor must operate all work equipment in a safe manner so as to not create a hazard to the public.

1. Vehicles shall display signage noting contractor's name, telephone number, and "City of Palo Alto Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside of this contract.
2. Contractor vehicles will be equipped with all warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

Contractor shall have available an equipment inventory list including: Trucks, aerial devices, chippers, stump grinders, hand tools, and other equipment which are necessary to perform the work as outlined in these specifications. Contractor shall submit proof of OSHA certification of aerial equipment to be used throughout the term of this project.

J. Safety Requirements

Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

1. Contractor shall be solely responsible for complying with OSHA and Cal OSHA Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.
2. All work within 10 feet of any overhead high voltage electrical conductors shall be prohibited. Any work that requires less than 10 feet of clearance from high voltage electrical conductors shall be referred back to the Project Manager and will not be completed by the Contractor.
3. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from the Urban Forestry Section.
4. All equipment to be used and all work to be performed shall be in full compliance with most current revision of American National Standards Institute, standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing, and for Cutting Brush). These standards are made part of the contract by this reference.
5. The Contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area in accordance with the California MUTCD.

K. Liability for Damage to Property and/or Plant Material

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 work zone 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 if the City should make partial acceptance of the Work. The Contractor shall defend, indemnify, and hold harmless the City, its officers, consultants, agents and employees from any and all liability, real or alleged, resulting from the Contractor's operations, except for liability arising from the sole negligence of the City, et al.

Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City or private property shall be the responsibility of the Contractor to repair or make arrangements to repair with the City's approval. This shall be done prior to final payment of contract.

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 parked cars and other real property, house siding, fences, gates, lights, landscaping, and other outdoor improvements.

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.

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.

Improvements shall include, but are not limited to, turf, trees, vegetation, pavements, irrigation systems, fences and structures.

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.

Any tree damage caused by the Contractor shall be repaired immediately at no additional cost to the City. Any tree damaged beyond repair will be removed and replaced by the Contractor at no additional cost to the City. The replacement tree will be of a size and species acceptable to the Project Manager.

The Contractor will be held responsible for all property and plant damage, including negligence in the course of performing the work. Any property or plants damaged during the course of the work shall be restored by the Contractor to a condition that

is equivalent to the condition before the damage was done; this includes damage to City- owned property, turf, shrubbery, trees, flowers, and other plant material. All repairs or replacements will need to be approved in advance by the City.

All vegetation damages must be reported immediately to the Project Manager, and all damaged items must be replaced or returned to their original condition within fourteen (14) calendar days, except shrub and flower beds which must be repaired within seven (7) calendar days. The City will determine whether or not the Contractor is qualified to make the required repairs. The Project Manager will determine the locations, quantities, varieties and approved sources of plant material. No plant replacements are to take place without prior approval from the City.

L. Protection of Utilities

1. 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.
2. 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.
3. 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.
4. 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 non-essential, non-City utilities requiring repair or replacement, shall be completed within seventy-two (72) hours of the time damage occurs.
5. Utilities include, but are not limited to, water, gas, sanitary sewer, storm drain system, electrical power, street lighting, traffic signals, signal detector loops, telephone, cable television and fiber optic.

M. Site Use and Maintenance

1. 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.
2. 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.

3. The Contractor shall not use private property with the City of Palo Alto limits 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.

N. Work Affecting the Public Right-of-Way

Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and Contractor agrees that during the progress of the work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane, driveways, and pedestrian closures and deliveries of material and equipment.

1. Reference

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

2. 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.

3. Temporary Control Requirements

Contractor shall abide by the City’s ‘Requirements for Traffic Control Plan Submission’ and be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall be for the duration of the service or project, and shall not be limited to working hours. The use of flagmen, barricades, and construction signage shall comply with the current edition of California MUTCD.

- 4. Upon request, the Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic lane. The costs associated with the design and creation of required traffic control plans will be the responsibility of the Contractor. If the City Project Manager or Inspector determines at any time that actual traffic conditions under the approved plan are not adequate to ensure public safety, the Inspector may require the plan to be immediately modified. If a hazardous condition cannot be eliminated by plan modification, the Inspector may require work under the plan be stopped, and the plan suspended, until the safety hazard is remedied. Contractor shall not be entitled to any costs, damages or extension of contract time arising from any stop work order issued by the Inspector under this Section.

The traffic control plan shall include the following information pursuant to City Code:

- The name and business address of the applicant
 - A diagram showing:
 - 1. The location of the proposed work area;
 - 2. The location of areas where the public right-of-way will be closed or obstructed; and
 - 3. The placement of traffic control devices necessary to perform the work
 - The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase
 - The time periods when the traffic control will be in effect
- 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. Unless otherwise approved, Contractor shall maintain at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access to existing public cross-streets.

- b. Contractor shall provide safe pedestrian and disabled access through or around the work area at all times. Sidewalk closure shall comply with the “Policy for Sidewalk Closures” established by the City of Palo Alto’s Department of Public Works pursuant to federal and state disability access laws and regulations.
- c. Contractor shall provide access to all existing driveways, adjacent parking areas, and buildings at all times unless other arrangements are made with the property owner and approved by the Inspector. Access for emergency vehicles shall be clear at all times.
- d. 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.
- e. 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.
- f. The Contractor shall use a flashing arrow sign for lane closures on multilane and arterial streets and shall restrict lane closures on multilane and arterial streets to the hours of 9:00 a.m. to 4:00 p.m.

The streets include but are not limited to:

1. Alma
2. Arastradero
3. Arboretum
4. Charleston
5. Embarcadero
6. Middlefield
7. San Antonio
8. Sand Hill
9. University
10. Hansen
11. Hillview
12. Park
13. Channing
14. Stanford
15. California
16. Quarry
17. Welch
18. Meadow
19. E Meadow Cir
20. E. and W. Bayshore frontage roads

The above definition of “Arterial Streets” may be modified at any time as the City Traffic Engineer deems necessary, upon written notice to Contractor by City. At the discretion of the City’s Project Manager, Program Pruning at locations that require substantial traffic control measures (example: requiring the use of flaggers on arterial roads) may be billed at Demand Pruning pricing.

- g. Specific traffic control procedures shall include, but not be limited to, the following:

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.

- i. 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 of 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.
- ii. Full lane closure on multi-lane street, maintain two-way traffic, provide two traffic lanes minimum: This type of traffic control shall be used for lane closure on a multi-lane street extending either the full length of 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.

- h. Holiday Season Construction Moratorium

During the holiday season, no work shall be performed in the downtown area bound by University Avenue and the California Avenue parking assessment districts, unless otherwise approved in writing by the Project Manager and/or City Traffic Engineer. As used herein, "holiday season" means the period of time beginning Thanksgiving Day and ending on the first regular working day following New Year's Day.

- i. Temporary Street Parking Lane Closure (Post "No Parking" Signs)
Contractor shall provide barricades with signage (City-furnished) noting parking restrictions and days and times of scheduled tree care operations at least 72 hours in advance of the work. All barricades and signage must be approved by Urban Forestry staff. Signage must follow the City of Palo Alto Engineering Department's "No Parking-Tow Away Signage Posting Requirements". The Contractor shall make efforts to have parked cars removed by contacting the owners at their residence. The Contractor shall remove "no parking" signs if unforeseen circumstances require work to be re-scheduled.
- j. Traffic Control Plan

O. Parking and Traffic Violations

Parking and traffic citations as a result of violations shall be solely the responsibility of the Contractor.

P. Provide Water Facilities

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

Q. Public Notification and Relations

The Contractor shall notify the resident of the property bordering City trees of impending pruning forty-eight (48) hours in advance of scheduled pruning via door hanger. The Contractor shall provide all crews with door hangers. The City's Project Manager will provide the Contractor with the wording to use on the door hanger at the post-award conference, and will approve design of the door hanger prior to distribution. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification

to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of the work. Work requested by property owners or expressed concerns, beyond that identified for a particular tree, shall be conveyed to the Inspector or Project Manager.

II. TECHNICAL SPECIFICATIONS

The Contractor shall provide the following services, as requested by Urban Forestry:

- Programmed Pruning
- Demand Pruning
- Hourly Work
- Inspection Services
- Tree Removal
- Stump Grinding
- Unscheduled Work or Storm/Emergency Work Crew Services

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133.1 (Safety Requirements for Arboricultural Operations) and accompanying “Best Management Practices” publications shall be adhered to. Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies.

With the exception of work requested on a time and materials basis, all pruning orders shall be based on pruning of the entire tree.

A. 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. Migratory Bird Treaty Act of 1918

B. Products

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

C. Tree Pruning

Notwithstanding the referenced ANSI standards, trees and palms shall be pruned as follows:

1. Mature Trees

Tree crowns shall be cleaned, raised, reduced, thinned or any combination of these methods to achieve the following objectives:

- a. 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. "Topping" and "lion's tailing" are strictly prohibited.
- b. Remove dead branches that are greater than 3/4 inch in diameter at the point of attachment.
- c. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- d. Remove mistletoe and/or vines growing on the tree. 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 trunk.
- e. Improve tree growth and form to maximize safety, structural integrity, and health.
- f. Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.
- g. Prune to provide eventual clearance of 14 feet over roadways and bike lanes; 8 feet over pedestrian pathways; 10 feet above ground level over private property, and 10 feet vertically and horizontally around buildings and other structures.
- h. Prune to clear line of sight for streetlights, traffic signs and signals, and street signs. Clearance from street lights shall conform to the drawing contained in the exhibit entitled "TREE TRIMMING FOR STREETLIGHTS EXHIBIT" included below in this Scope of Services. Clearance from traffic signals, traffic signs and stop signs shall provide adequate sight line distances to the signals or signs.
- i. Final cuts six (6) inches or greater in diameter must be approved by the City's Inspector.
- j. Prune to clear electric service drops only when vegetation is putting a noticeable strain or abrasion on the line, or as required by the Project Manager

In achieving the above objectives, the contractor shall not remove more of the tree crown than necessary. Under no circumstances shall more than 25 percent of the crown be removed without approval from Urban Forestry staff. When reducing the length of limb, the resulting terminal branch should be at least one-third (1/3) the diameter of the parent branch. Significant structural defects or risk factors that cannot be addressed during pruning shall be reported. Cables, braces, or other installations shall be observed for condition and reported to the Inspector or Project Manager if maintenance, repair, or replacement is needed.

2. Pruning specifications for selected species (General Specifications for Mature Trees a-j shall apply as well):

a. 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 (codominant) shall be removed or suppressed by heading back.

b. 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.

c. 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.

d. Chinese Elm:

Lighten heavy end weights and raise canopy by shortening ends back to significant laterals. Conserve inner foliage as much as possible.

e. Eucalyptus:

Reduce heavy end weights by shortening ends back to significant laterals. Remove weakly attached sucker growth.

f. Ash:

Lighten end weights where scaffold branches have narrow angles of attachment and potentially included bark.

3. Young Trees:

Young trees more than four years old and between 4 and 8 inches DBH shall be pruned in accordance with the section on training young trees in the *International Society of Arboriculture's Best Management Practices, 3rd Edition* – Tree Pruning (2019) and achieve the following objectives:

a. Remove dead branches.

- b. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- c. Develop strong central leader and radially and vertically symmetric distribution of branches as appropriate for the species.
- d. Encourage trunk taper by retaining temporary branches until diameter at the point of attachment is approximately one-third of the diameter of the parent branch.
- e. Select and develop permanent branches.
- f. Retain foliage in the lower portion of the canopy as long as possible.
- g. Prune to avoid conflicts with pedestrians, vehicles, and sight-lines at street intersections.

4. Palms

- a. Remove dead and dying fronds.
- b. Prune palm crown to no narrower than a 9 and 3 o'clock position.
- c. Remove loose frond sheaths along the entire length of the trunk.
- d. Remove fruit and flowers.
- e. Palm Skinning (hourly cost): Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, except in an emergency situation (such as aerial rescue) or unless specifically approved by the Project Manager or Inspector. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.

A chainsaw may only be used on dead fronds. Use of a handsaw is required on green fronds and fruit/flowers. Handsaws and chainsaws will be cleaned between each palm with City-approved disinfectant.

D. Inspection of Hazardous Conditions

Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree-related problems that are clearly visible. Structural defects, including weak crotches, splits, cracks, broken cables and decayed cavities shall be reported to the Project Manager. This may be in written form if not considered hazardous or

within 24 hours if deemed hazardous. It is the intent to correct problems prior to reaching crisis levels.

E. Tree Removal

Notwithstanding the referenced ANSI standards, trees, palms and other woody plants shall be removed as follows:

1. The City shall prepare lists of trees to be removed, mark trees, notify homeowners and public and submit the list to Contractor.
2. Contractor's crew removes tree and hauls away debris.
3. Contractor will remove all tree parts in a safe and efficient manner. Where necessary, tree parts shall be lowered by rope, crane, or other suitable means to avoid damage to surrounding property, including adjacent trees.
4. Ropes or other rigging shall not be placed so as to cause damage to adjacent property or trees.
5. Tree shall be removed to within six (6) inches of grade, measured from the soil line where the trunk meets the ground.

F. Stump Removal

The City will issue Stump Removal lists on an as-needed basis including addresses and locations of stumps to be ground, along with stump diameters. Each list will include no more than fifty (50) removal sites and shall be completed in forty-five (45) calendar days. Contractor crew removes stumps and hauls away debris. In addition the Contractor shall be responsible for the following:

1. The Contractor shall grind all stump wood and roots within the stump removal site to a depth 6 inches below grade. The grindings shall be removed from the site and disposed of. The contractor shall then grind the remainder of the stump removal site to a depth 24 inches below grade, remove 50% of grindings and backfill with approved topsoil or planting mix leaving the site 3 inches above grade when finished.
2. The Contractor shall provide adequate shielding to prevent flying debris during all stump removal operations.
3. The Contractor shall backfill the hole with a topsoil blend consisting of 50% compost by weight. "City Mix" is available at Ciardella's Garden Supply, 1001 San Antonio Road, Palo Alto, CA or similar blends available from other vendors identified by the city (at City's expense).
4. The Contractor shall compact soil to minimize settlement.
5. The Contractor is responsible for notifying Underground Service Alert (USA) ten (10) working days prior to stump grinding or excavating. 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.

6. The Contractor shall call in no more than ten (10) stump removal addresses or locations to USA each day.
7. Upon request, the Contractor shall remove all USA markings, which remain after completion of the work. Markings on asphalt pavement shall be covered with RS-1 or SS-1 asphaltic emulsion. USA markings on Portland cement concrete and other surfaces shall be removed by methods complying with all local, state and federal laws and subject to review by the Project Manager.
8. The Contractor shall temporarily remove (and replace following completion of the work) any public or private improvements located within the stump removal site. Improvements shall include, but are not limited to, loose bricks and pavers, landscape rocks and stones, small shrubs and plants, filter fabrics and mulch.
9. The Contractor shall mark the limits of the stump removal site before starting work. The stump removal site shall be defined as follows:
 - a. < 13" stump diameter: An area four (4) feet in diameter centered on the stump or centered as directed by the Project Manager
 - b. 13" – 30" stump diameter: An area six (6) feet in diameter centered on the stump or centered as directed by the Project Manager
 - c. > 30" stump diameter: An area eight (8) feet in diameter centered on the stump or centered as directed by the Project Manager
10. The Contractor shall respond to all non-urgent stump grinding work orders within 5 working days. Stump grinding work orders related to sidewalk repairs shall be completed within 3 working days.
11. 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.
12. Where stump grinding is being performed to accommodate a replacement sidewalk, all surface roots within the footprint of the sidewalk shall be ground to a depth of 6 inches.

G. Additional Root Grinding

The Contractor shall grind additional surface and subsurface roots outside the stump removal site when directed in writing by the Project Manager. Written authorization will specify the work location, area for grinding and time allocated for the grinding.

The Contractor shall remove and dispose of grindings and/or add topsoil when included in the written authorization.

H. Debris Removal

The work shall include removal and disposal of brush and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material shall not be landfilled.

Recycling of wood and wood chips through sustainable uses is strongly encouraged. Upon request, Contractor shall furnish data to the City on a monthly basis listing the type, quantity and disposal location of all debris generated by the work.

All wood generated from removed trees is the property of the City and shall be disposed of at the direction of the Project Manager. No wood shall be left along public right-of-way unless approved by the Project Manager. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

Debris resulting from Contractor's operations shall not be left on any work sites overnight, unless given permission by the City to do so otherwise. Debris along major thoroughfares or active pedestrian and/or bikeways, at the discretion and direction of the City's Inspector, may require chipping and cleanup within an hour of pruning to allow for the safe passage of traffic.

All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches, and logs shall be removed from the site. Work areas are to be left in a condition equal to that which existed prior to the commencement of arboriculture operations. Stump grindings shall be removed from site within forty-eight (48) hours from completion of actual grinding operation, unless instructed to do otherwise by the City.

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

Contractor shall be required to utilize electric/battery-powered leaf blowers.

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.

I. Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after working on any

potentially diseased trees, and prior to and after pruning any Elm (*Ulmus* species) tree.

Due to disease concerns regarding Canary Island Date Palms (*Phoenix canariensis*) and California Fan Palms (*Washingtonia filifera*), live fronds, flowers and fruit parts shall only be pruned with handsaws.

Chainsaws and handsaws shall be disinfected with Lysol or a 10% mixture of water and household bleach in an area away from trees and landscape. Chainsaws shall have the clutch cover removed and the chain, bar, and clutch area shall be sprayed. Chainsaws and handsaws shall be disinfected with each use before pruning the next tree.

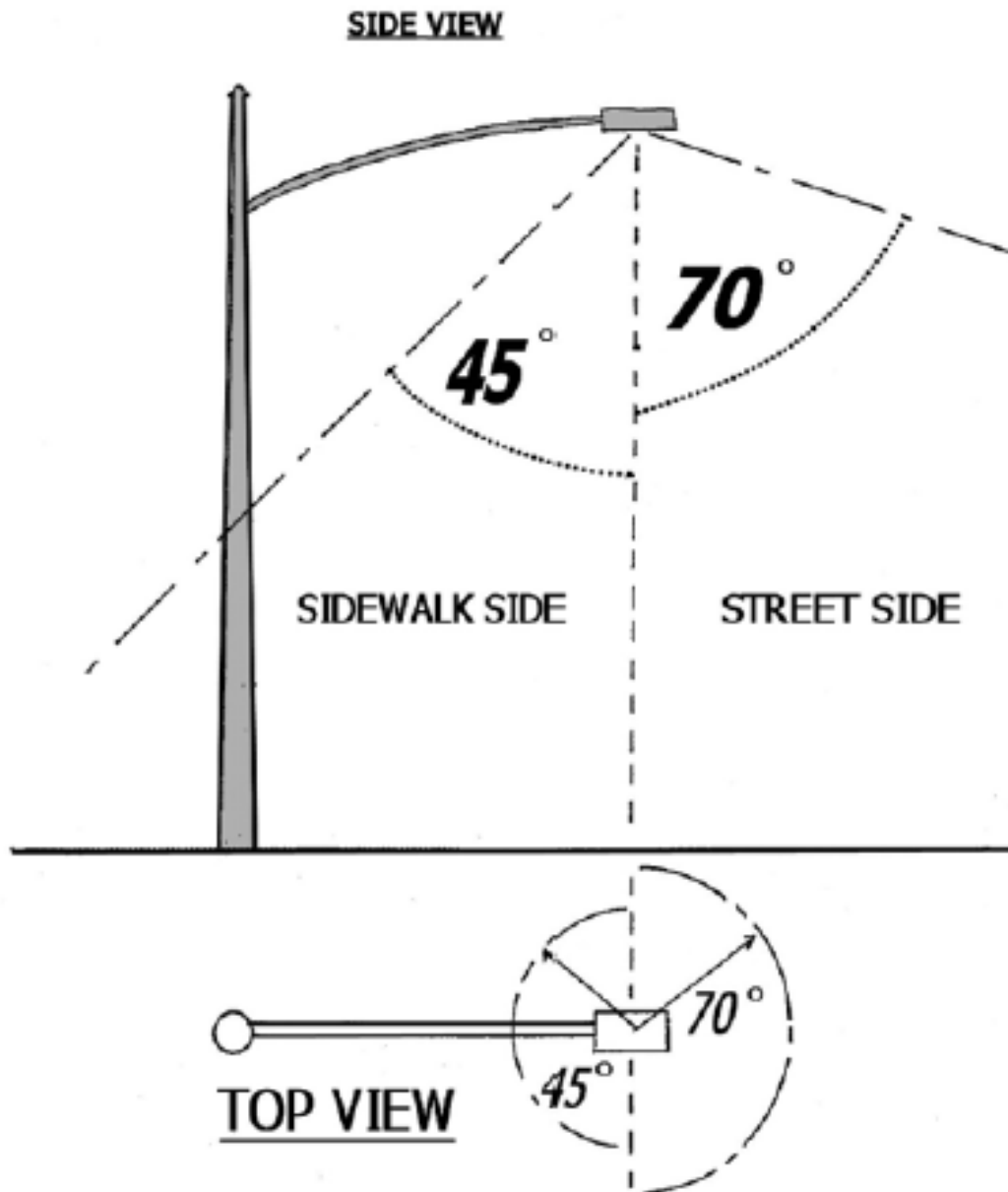
J. Protection of Nesting and Migratory Birds

Contractor shall adhere to all restrictions of the Migratory Bird Treaty Act of 1918 as they apply to the work of this contract. Pruning in the Foothills Preserve during winter months is highly recommended to avoid the nesting season.

Care should be taken not to disturb or destroy bird nesting and habitat when pruning. Many birds build nest in trees during the spring and summer months and these birds are protected by law. The Audubon Society in conjunction with the California Department of Fish and Wildlife published a Guide to Bird-Friendly Tree and Shrub Trimming and Removal containing information to help avoid damaging birds and nests.

(THIS SCOPE OF SERVICES IS CONTINUED ON THE NEXT PAGE.)

TREE TRIMMING FOR STREETLIGHTS EXHIBIT:



(THIS SCOPE OF SERVICES IS CONTINUED ON THE NEXT PAGE.)

CITY AREA MAP EXHIBIT:



EXHIBIT A-1
GENERAL SERVICES TASK ORDER

CONTRACTOR shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONTRACTOR shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

- CONTRACT NO.
OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)
- 1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):
1B. TASK ORDER NO.:
2. CONTRACTOR NAME:
3. PERIOD OF PERFORMANCE: START: COMPLETION:
4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$ _____
5. BUDGET CODE _____
COST CENTER _____
COST ELEMENT _____
WBS/CIP _____
PHASE _____
6. CITY PROJECT MANAGER’S NAME & DEPARTMENT: _____
7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
MUST INCLUDE:
 - SERVICES AND DELIVERABLES TO BE PROVIDED
 - SCHEDULE OF PERFORMANCE
 - MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)
 - REIMBURSABLE EXPENSES, if any (with “not to exceed” amount)
8. ATTACHMENTS: A: Task Order Scope of Services B (if any): _____
-

<p>I hereby authorize the performance of the work described in this Task Order.</p> <p>APPROVED: CITY OF PALO ALTO</p> <p>BY: _____ Name _____ Title _____ Date _____</p>	<p>I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of CONTRACTOR.</p> <p>APPROVED: COMPANY NAME: _____</p> <p>BY: _____ Name _____ Title _____ Date _____</p>
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EXHIBIT B SCHEDULE OF PERFORMANCE

☒ CONTRACTOR shall perform the Services so as to complete each task within the time period(s) specified in Exhibit A (Scope of Services) of this Agreement or as assigned by the CITY's Project Manager.

☒ Optional Schedule of Performance Provision for Additional Services.

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 5 (Compensation for Original Term) in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 3 (Term) of this Agreement.

EXHIBIT C SCHEDULE OF FEES

☒ **Compensation based upon fee schedule.**

CITY shall pay CONTRACTOR according to the following schedule of fees. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Section 5 of this Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

SCHEDULE OF FEES

1. UNIT PRICES FOR PROGRAM PRUNING																
SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	
4” - 10” D.B.H.*	\$100.00	X	500	=	\$50,000.00	\$100.00	X	1000	=	\$100,000	\$100.00	X	1000	=	\$100,000.00	
11” - 20” D.B.H.	\$125.00	X	1000	=	\$125,000.00	\$125.00	X	2000	=	\$250,000	\$125.00	X	2000	=	\$250,000.00	
21”-30” D.B.H.	\$155.00	X	490	=	\$75,950.00	\$155.00	X	980	=	\$151,900	\$155.00	X	980	=	\$151,900.00	
31” and up D.B.H.	\$255.00	X	70	=	\$17,850.00	\$255.00	X	140	=	\$35,700.00	\$255.00	X	140	=	\$35,700.00	
FIRST YEAR SUBTOTAL					\$268,800.00	SECOND YEAR SUBTOTAL					\$537,600.00	THIRD YEAR SUBTOTAL				\$537,600.00
THREE-YEAR TOTAL <u>NOT TO EXCEED</u> FOR PROGRAM PRUNING (1st Year + 2nd Year + 3rd Year Subtotal): One Million Three Hundred Forty-Four Thousand Dollars (\$1,344,000).																
*NOTE: D.B.H.= Diameter at Breast Height																

(EXHIBIT C IS CONTINUED ON THE NEXT PAGE.)

2. UNIT PRICES FOR PALM PRUNING														
SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT				THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE		
DATE PALM SPECIES UNDER 55' WORKING HEIGHT	\$280.00	x	10	= \$2,800.00	\$285.00	x	20	= \$5,700.00	\$300.00	x	20	= \$6,000.00		
DATE PALM SPECIES OVER 55' WORKING HEIGHT	\$375.00	x	10	= \$3,750.00	\$385.00	x	20	= \$7,700.00	\$400.00	x	20	= \$8,000.00		
WASHING TO NIA PALM SPECIES UNDER 55' WORKING HEIGHT	\$145.00	x	10	= \$1,450.00	\$150.00	x	20	= \$3,000.00	\$155.00	x	20	= \$3,100.00		
WASHING TO NIA PALM SPECIES OVER 55' WORKING HEIGHT	\$185.00	x	10	= \$1,850.00	\$190.00	x	20	= \$3,800.00	\$200.00	x	20	= \$4,000.00		
FIRST YEAR SUBTOTAL				\$9,850.00	SECOND YEAR SUBTOTAL				\$20,200	THIRD YEAR SUBTOTAL				\$21,100
THREE-YEAR TOTAL NOT TO EXCEED FOR PALM PRUNING (First Year + Second Year + Third Year): Fifty-One Thousand One Hundred Fifty Dollars (\$51,150)														

(EXHIBIT C IS CONTINUED ON THE NEXT PAGE.)

3. UNIT PRICES FOR DEMAND PRUNING

SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT						
	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE		
4” - 10” D.B.H.	\$135.00	x	50	=	\$6,750.00	\$140.00	x	100	=	\$14,000.00	\$145.00	x	100	=	\$14,500.00		
11” - 20” D.B.H.	\$230.00	x	250	=	\$57,500.00	\$240.00	x	500	=	\$120,000.00	\$250.00	x	500	=	\$125,000.00		
21”-30” D.B.H.	\$325.00	x	250	=	\$81,250.00	\$335.00	x	500	=	\$167,500.00	\$350.00	x	500	=	\$175,000.00		
31” and up D.B.H.	\$495.00	x	100	=	\$49,500.00	\$515.00	x	200	=	\$103,000.00	\$535.00	x	200	=	\$107,000.00		
FIRST YEAR SUBTOTAL					\$195,000.00	SECOND YEAR SUBTOTAL					\$404,500.00	THIRD YEAR SUBTOTAL					\$421,500.00

THREE-YEAR TOTAL NOT TO EXCEED - DEMAND PRUNING (*First Year + Second Year + Third Year*):
One Million Twenty-One Thousand Dollars (\$1,021,000).

(EXHIBIT C IS CONTINUED ON THE NEXT PAGE.)

4. HOURLY RATES FOR BASIC SERVICES (OUTSIDE UNIT AND DEMAND PRUNING)																	
TASK	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT						
	HOURLY RATE	X	HOURS	=	EXTENDED PRICE	HOURLY RATE	X	HOURS	=	EXTENDED PRICE	HOURLY RATE	X	HOURS	=	EXTENDED PRICE		
3-PERSON CREW AND BUCKET, DURING REGULAR WORK HOURS (SEE NOTE 1, BELOW)	\$237.00	x	150	=	\$35,550.00	\$246.00	x	300	=	\$73,800	\$255.00	x	300	=	\$76,500.00		
3-PERSON CREW AND BUCKET, DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	\$300.00	x	38	=	\$11,400.00	\$312.00	x	75	=	\$23,400.00	\$324.00	x	75	=	\$24,300.00		
90 FT BUCKET DURING REGULAR WORK HOURS	\$169.00	x	25	=	\$4,225.00	\$174.00	x	50	=	\$8,700.00	\$182.00	x	50	=	\$9,100.00		
90 FT BUCKET DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	\$169.00	x	10	=	\$1,690.00	\$174.00	x	20	=	\$3,480.00	\$182.00	x	20	=	\$3,640.00		
CRANE SERVICES DURING REGULAR WORK HOURS	\$119.00	x	10	=	\$1,190.00	\$124.00	x	20	=	\$2,480.00	\$129.00	x	20	=	\$2,580.00		
CRANE SERVICES DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	\$199.00	x	10	=	\$1,990.00	\$208.00	x	20	=	\$4,160.00	\$216.00	x	20	=	\$4,320.00		
ADDITIONAL ROOT GRINDING	\$269.00	x	10	=	\$2,690.00	\$279.00	X	20	=	\$5,580.00	\$289.00	x	20	=	\$5,780.00		
FIRST YEAR EXTENDED TOTAL					\$58,735.00	SECOND YEAR TOTAL					\$121,600.00	THIRD YEAR TOTAL					\$126,220.00
THREE-YEAR TOTAL NOT TO EXCEED AMOUNT FOR BASIC SERVICES (First Year + Second Year + Third Year): Three Hundred Six Thousand Five Hundred Fifty-Five Dollars (\$306,555).																	

(EXHIBIT C IS CONTINUED ON THE NEXT PAGE.)

5. UNIT PRICES FOR TREE REMOVAL (TO 6 INCHES ABOVE SOIL LINE)																	
SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT						
	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE		
4” - 10” D.B.H .	\$355.00	x	10	=	\$3,550.00	\$370.00	x	20	=	\$7,400.00	\$385.00	x	20	=	\$7,700.00		
11” - 20” D.B.H .	\$755.00	x	20	=	\$15,100.00	\$785.00	x	40	=	\$31,400.00	\$815.00	x	40	=	\$32,600.00		
21”- 30” D.B.H .	\$2,100.00	x	12	=	\$25,200.00	\$2,180.00	x	25	=	\$54,500.00	\$2,270.00	x	25	=	\$56,750.00		
31” and up D.B.H .	\$2,900.00	x	8	=	\$23,200.00	\$3,000.00	x	15	=	\$45,000.00	\$3,135.00	x	15	=	\$47,025.00		
FIRST YEAR SUBTOTAL					\$67,050.00	SECOND YEAR SUBTOTAL					\$138,300.00	THIRD YEAR SUBTOTAL					\$144,075.00
THREE-YEAR TOTAL NOT TO EXCEED AMOUNT FOR TREE REMOVAL (First Year + Second Year + Third Year): Three Hundred Forty-Nine Thousand Four Hundred Twenty-Five Dollars (\$349,425).																	

(EXHIBIT C IS CONTINUED ON THE NEXT PAGE.)

6. UNIT PRICES FOR STUMP GRINDING

SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT				
	UNIT PRICE	x	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	x	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	x	QUANTITY	=	EXTENDED PRICE
Less than 13" diameter	\$185.00	x	50	=	\$9,250.00	\$190.00	x	100	=	\$19,000.00	\$195.00	x	100	=	\$19,500.00
13 - 30" diameter	\$355.00	x	100	=	\$35,500.00	\$365.00	x	200	=	\$73,000.00	\$380.00	x	200	=	\$76,000.00
Greater than 30" diameter	\$470.00	x	50	=	\$23,500.00	\$480.00	x	100	=	\$48,000.00	\$495.00	x	100	=	\$49,500.00
FIRST YEAR SUBTOTAL					\$68,250.00	SECOND YEAR SUBTOTAL					THIRD YEAR SUBTOTAL				

THREE-YEAR TOTAL NOT TO EXCEED AMOUNT FOR STUMP REMOVAL (First Year + Second Year + Third Year):
Three Hundred Fifty-Three Thousand Two Hundred Fifty Dollars (\$353,250).

PRICING SCHEDULE TOTALS ACROSS ALL THREE CONTRACT YEARS

THREE-YEAR TOTAL FOR PROGRAM PRUNING (from Section 1, above)	\$1,344,000.00
THREE-YEAR TOTAL FOR PALM PRUNING (from Section 2, above)	\$51,150.00
THREE-YEAR TOTAL FOR DEMAND PRUNING (from Section 3, above)	\$1,021,000.00
THREE-YEAR TOTAL FOR HOURLY SERVICES (from Section 4, above)	\$306,555.00
THREE-YEAR TOTAL FOR TREE REMOVAL (from Section 5, above)	\$349,425.00
THREE-YEAR TOTAL FOR STUMP GRINDING (from Section 6, above)	\$353,250.00
Additional Services, if any (per Section 5, entitled "Compensation for Original Term," of this Agreement)	\$340,000.00

TOTAL NOT TO EXCEED COMPENSATION AMOUNT OF THIS AGREEMENT:
Three Million Seven Hundred Sixty-Five Thousand Three Hundred Eighty Dollars (\$3,765,380).

EXHIBIT D INSURANCE REQUIREMENTS

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

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

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$2,000,000	\$5,000,000
		PROPERTY DAMAGE	\$2,000,000	\$5,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$2,000,000	\$5,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES	\$1,000,000	
YES	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 CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE
FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSURED

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 CONTRACTOR 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 CONTRACTOR SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

Vendors are required to file their evidence of insurance and any other related notices with the City of Palo Alto at the following URL:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

OR

http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp

EXHIBIT E

DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

This Exhibit shall apply only to a contract for public works construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors, if any, to comply with all applicable requirements of the California Labor Code including but not limited to Labor Code Sections 1720 through 1861, and all applicable related regulations, including but not limited to Subchapter 3, Title 8 of the California Code of Regulations Section 16000 et seq., as amended from time to time. This Exhibit E applies in addition to the provisions of Section 26 (Prevailing Wages and DIR Registration for Public Works Contracts) of the Agreement.

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

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

This Project is subject to compliance monitoring and enforcement by DIR. All contractors must be registered with DIR per Labor Code Section 1725.5 in order to submit a bid. All subcontractors must also be registered with DIR. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR. Additional information regarding public works and prevailing wage requirements is available on the DIR web site (see e.g. <http://www.dir.ca.gov>) as amended from time to time.

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation.

CONTRACTOR shall furnish certified payroll records directly to the Labor Commissioner (DIR) in accordance with Subchapter 3, Title 8 of the California Code of Regulations Section 16461 (8 CCR Section 16461).

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code Section 1776, including but not limited to:

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

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

At the request of CITY, acting by its Project Manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the CITY Project Manager within ten (10) days of receipt of CITY's request.

☐ CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to CITY's Project Manager at the end of each week during the Project.

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

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

Eight (8) hours labor constitutes a legal day's work. CONTRACTOR shall forfeit as a penalty to CITY, \$25.00 for each worker employed in the execution of the Agreement by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 through 1815 thereof, except that work performed by employees of CONTRACTOR or any subcontractor in excess of eight (8) hours per day, or forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week, at not less than one and one-half (1½) times the basic rate of pay, as provided in Section 1815.

CONTRACTOR shall secure the payment of workers' compensation to its employees as provided in Labor Code Sections 1860 and 3700 (Labor Code 1861). CONTRACTOR shall sign and file with the CITY a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before

beginning work (Labor Code 1861). CONTRACTOR shall post job site notices per regulation (Labor Code 1771.4(a)(2)).

CONTRACTOR shall comply with the statutory requirements regarding employment of apprentices including without limitation Labor Code Section 1777.5. The statutory provisions will be enforced for penalties for failure to pay prevailing wages and for failure to comply with wage and hour laws.

EXHIBIT F

Claims for Public Contract Code Section 9204 Public Works Projects

The provisions of this Exhibit are provided in compliance with Public Contract Code Section 9204; they provide the exclusive procedures for any claims pursuant to Public Contract Code Section 9204 related to the Services performed under this Agreement.

1. Claim Definition. “Claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City.
- (B) Payment by the City of money or damages arising from the Services performed by, or on behalf of, the Contractor pursuant to the Agreement and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (C) Payment of an amount that is disputed by the City.

2. Claim Process.

(A) Timing. Any Claim must be submitted to City in compliance with the requirements of this Exhibit no later than fourteen (14) days following the event or occurrence giving rise to the Claim. This time requirement is mandatory; failure to submit a Claim within fourteen (14) days will result in its being deemed waived.

(B) Submission. The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Exhibit, and must include reasonable documentation substantiating the Claim. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Agreement, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or

delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(C) Review. Upon receipt of a Claim in compliance with this Exhibit, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days from receipt, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period provided in this paragraph 2.

(D) If City Council Approval Required. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(E) Payment. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 3, below, shall apply.

3. Disputed Claims

(A) Meet and Confer. If the Contractor disputes the City's written response, or if the City fails to respond to a Claim submitted pursuant to this Exhibit within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.

(B) Mediation. Any remaining disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing by the Contractor. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to any other remedies authorized by the Agreement and laws.

(i) For purposes of this paragraph 3.B, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(ii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation, if any, under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. City's Failure to Respond. Failure by the City to respond to a Claim from the Contractor within the time periods described in this Exhibit or to otherwise meet the time requirements of this Exhibit shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Exhibit, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

5. Interest. Amounts not paid in a timely manner as required by this section shall bear interest at seven (7) percent per annum.

6. Approved Subcontractor Claims. If an approved subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the City shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

7. Waiver of Provisions. A waiver of the rights granted by Public Contract Code Section 9204 is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and

(2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of Public Contract Code Section 9204, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.