

REQUEST FOR BID

URBAN FOREST MAINTENANCE SERVICES (Citywide)

CITY OF ALAMEDA

March 28, 2017

Mandatory Pre-Bid Meeting Thursday, April 6, 2017
Time: 10:00 a.m.
Location: Public Works Department
 950 W. Mall Square, Room 110
 Alameda, CA 94501

Bid Opening Date: Tuesday, April 18, 2017
Time: 2:01 p.m.
Location: Public Works Department
 950 W. Mall Square, Room 110
 Alameda, CA 94501

Important Dates:
Service Start Date: July 1, 2017

Contact:

Jesse Barajas
City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501
Phone: (510) 747-7900
Fax: (510) 769-6030

TABLE OF CONTENTS

- I. Introduction
 - a. Background
 - b. Purpose of the Request
- II. Scope of Services
- III. Prevailing Wage
 - a. Laws to be Observed
 - b. Department of Industrial Relations Compliance and Prevailing Wage Requirements
 - c. Hours of Labor
 - d. Certified Payroll
 - e. Apprentices
 - f. Labor Discrimination
 - g. Registration of Service providers
- IV. Bid Format
 - a. Proposed Project Schedule
- V. Selection Process
 - a. Qualifications
 - b. Selection Criteria
 - c. Proposed Selection and Project Schedule
- VI. Bid Due Date and Delivery
- VII. Conditions of Request
 - a. General Conditions
 - b. Liability of Costs and Responsibility
 - c. Standard Service Provider Agreement
 - d. Permits and Licenses
 - e. Bidder's Representative
 - f. Award of Contract

Attachment

- Exhibit A – Scope of Work
- Exhibit B – Bid Proposal
- Exhibit C – Standard Service Provider Agreement

I. INTRODUCTION

The City of Alameda ("City") is requesting Bids from qualified service providers to manage and maintain the City's Urban Forest in a professional manner.

A. Background.

The City of Alameda is a charter city with a population of over 75,000. This project is to be compliant with the City of Alameda Specifications, Special Provisions and Plans. The project will include tree pruning; both young and mature tree pruning in the public right-of-way, parks and private property; stump grinding; tree planting; wire clearance, and tree removals (see Scope of Work).

B. Purpose of the Request.

The City desires to obtain bids from qualified service providers to manage and maintain the City's Urban Forest in a professional manner. Please see Exhibit A (Scope of Work) for additional details.

II. SCOPE OF SERVICES

Attached as Exhibit A is a list of major work tasks that should be accomplished as part of the scope of work. Please complete the attached **Exhibit B (Bid Proposal)** and return to the City per directions in Section V. If you have any questions, please contact:

Jesse Barajas
City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501
Phone: (510) 747-7900
Fax: (510) 769-6030

III. PREVAILING WAGE

A. Laws To Be Observed. The Service provider shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Department of Industrial Relations Compliance and Prevailing Wage Requirements.

1. Effective January 1, 2015, no Service provider or Subservice provider may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Service provider or Subservice provider may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Service provider is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, All Service providers and Subservice providers must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

a. The Service provider is aware of the requirements of the Federal Labor Code, as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Service provider shall fully comply with such Federal Prevailing Wage Laws. Service provider's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

b. The Service provider shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Service provider may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Service provider shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Service provider's principal place of business and at the Project site. The Service provider shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

c. The Service provider and all subservice providers shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Service provider or any Subservice provider and such workers.

d. The Service provider and all subservice providers shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

e. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

f. Pursuant to Labor Code §1775, the Service provider shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Service provider or by any Subservice provider under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Service provider.

g. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

h. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

C. Hours of Labor.

1. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Service provider or by any Subservice provider on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Service provider in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Service provider shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Service provider, or by any Subservice provider, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Service provider is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

D. Certified Payroll.

1. Service provider's attention is directed to the Federal Labor Code, which requires Service provider and any subservice providers to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Service provider and each subservice provider. Service provider is responsible for the submission of copies of payrolls by all subservice providers. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Service provider or subservice provider or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

2. If the Service provider or a subservice provider does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the SERVICE PROVIDER shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

E. Apprentices.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Service provider or any subservice provider under him on contracts greater than \$30,000 or 20 working days. The Service provider and any subservice provider under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Service provider or subservice provider employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Service provider is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Service provider employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other service providers on the public works site are making such contributions; or (2) if the Service provider is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Service provider' required contribution. The Service provider or subservice provider shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

F. Labor Discrimination. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Service provider for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

G. Registration of Service Providers. Before submitting bids, service providers shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

IV. BID FORMAT

All Bids shall include the following minimum information:

A. Proposed Project Schedule.

The project will begin on July 1, 2017.

The City shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on part of the Bidder to carry out orders given, or to perform any of the provisions of the work. The Bidder shall immediately obey such orders of the Owner and shall not resume the work until ordered in writing by the Owner.

V. SELECTION PROCESS

A. Qualifications.

All Bids received by the due date will be evaluated by the City. Only information which is received in response to the Request for Bid will be evaluated.

B. Selection Criteria.

The City will select the most qualified Bid. A sample agreement is attached. Bids will be rated based on the exceptions taken to the proposed contract. The City reserves the right to reject all Bids.

C. Proposed Selection and Project Schedule.

Bid Solicitation Released:	Tuesday, March 28, 2017
Bid Opening Date:	Tuesday, April 18, 2017
Work starts:	July 1, 2017

VI. BID DUE DATE AND DELIVERY

One sealed Bid, **Exhibit B**, including any Addendums, clearly marked with the project name "Urban Forest Maintenance Services (Citywide)", should be submitted no later than:

2:00 p.m. on Tuesday, April 18, 2017

to the address below. All copies received by that time will be date and time stamped. Bids will not be accepted after this time. Bids should be addressed to:

Jesse Barajas
City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501

FAXed or Emailed Bids will not be accepted. Hand carried Bids will be accepted at the above address.

VII. CONDITIONS OF REQUEST

A. General Conditions.

The City reserves the right to cancel or reject all or a portion or portions of the request for Bids without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a Bid. The City reserves the right to reject any and all Bids submitted in response to this request or any addenda thereto.

Any changes to the Bid requirements will be made by written addendum put on the City of Alameda's website.

B. Liability of Costs and Responsibility.

The City shall not be liable for any costs incurred in response to this request for Bids. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected organization will be required to assume responsibility for all services offered in the Bid whether or not they possess them within their organization. The selected organization will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C. Standard Service provider Agreement.

A sample service provider agreement has been provided in the Appendix for the bidder's review and comment. If a bidder wishes to take exception to any of the terms and conditions contained in the service provider agreement, these should be identified specifically and with the Bid; otherwise it will be assumed that the bidder is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the Bid Solicitation, and the successful bidder will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the Bid. The service provider agreement will not be executed by the City without first being signed by the bidder.

D. Permits and Licenses.

The Service provider shall procure a City of Alameda business license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subservice provider shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.

E. Bidder's Representative.

The person signing the Bid must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

F. Award of Contract

The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best Bid and who's Bid best complies with all requirements described herein. The award, if made, will be made within ten days after the opening of the bids.

ATTACHMENTS:

- Exhibit A – Scope of Work
- Exhibit B – Bid Proposal
- Exhibit C – Standard Contract

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

A. WORK TO BE DONE. Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that customer's Urban Forest is managed and maintained in a professional manner. Work shall include, but not necessarily be limited to: tree pruning; both young and mature tree pruning in the public right-of-way, parks and private property; stump grinding; tree planting; wire clearance, and tree removals. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. The contractor must be capable of providing a full current inventory of the City's public trees and manage all the data throughout the term of the contract. The Contractor will manage the entire inventory project and will not use subcontractors. The project shall include field data collection, data entry, supply of the computer software if different from the existing or not compatible with the current database and training of City employees on the use of the system, future technical maintenance and support and as an option, integrate into a web based inventory system, conversion of the existing database. All work on private trees will require the same data collecting within the database and be labeled accordingly. Wire clearance using proper trimming to achieve the required clearances specified in Rule 35 of General Order 95 of the California Public Utility Commission. All work shall be done in accordance with International Society of Arboriculture (ISA) standard tree maintenance practices, American National Standards Institute (ANSI) A300-1995 requirements, Master Street Plan 2009 and these City of Alameda specifications. This work is subject to public posting and possible citizen appeal, USA, and mitigation measures. Contractor shall not perform work until all necessary posting and appeals have occurred as required by City Standards. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property free and clear at all times of excess materials, debris, and equipment. Chippers shall only be run at 15-20 minute intervals. To minimize offensive noise, chippers shall not be run continuously. Contractor shall provide the following services within professional industry standards:

1. TREE INVENTORY (STREET TREES AND TREES REQUIRING LINE CLEARANCES)

a. Tree Inventory – The City of Alameda currently has a tree inventory for street trees that was collected using ArborAccess 2010 if the database cannot merge data with the new proposed system then data collection shall be required. The Contractor will be required to supplement the existing database or develop an entire new inventory based on an estimate 22,000 street trees and 1,000 private trees with electrical line clearance concerns within six months from the Notice to Proceed. The data to be collected is included in Section 1.f.3.b. below. An ISA certified arborist shall perform the tree data collection and the associated preliminary tree evaluation, respectively.

b. Tree Inventory Program – The Contractor will provide the City of Alameda with access to a record keeping system consisting of an on-line software program that allows the City to maintain all the information listed in section III.A.1.f.3.b. The tree inventory software program shall be a Microsoft Access database program, which can be incorporated into the

City's maintenance management tracking program. The program shall have the capability to produce by street address, and all other data inventory fields, detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of City tree species. The tree inventory program must allow for batch update of work histories. The Contractor shall provide complete software support to the City for the entire term of the contract, including any extensions. At the end of the contract, including any extensions, the tree inventory program shall be the property of the City of Alameda and the Contractor shall provide all in an electronic format to the City.

The inventory program shall be capable of providing the City with recommendations in accordance with the City's Master Street Tree Plan, for tree species, planting locations, future removals, and other various tree inventory reports to accommodate the City's needs. The total cost for this inventory creation, update, and maintenance, including ownership of the software and unlimited software support while under contract for maintenance services, shall be included in this contract.

c. **GPS Inventory** – Provide the City with Global Positioning System (GPS) coordinates for each tree inventoried. The address information contained in inventory can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude, within one meter. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. Upon completion of the initial inventory, the City will receive a complete listing of all sites inventoried, both in hard copy and software, which will enable the user to connect the inventory to the City's GIS program and create various frequency reports.

d. **Reports** – The Contractor will assist with, at no cost to the City, various public information reports, including requests concerning the City's tree inventory, maintenance services, planting program, and/or tree policies. These reports may be produced for the City Council and/or various Commissions or Committees. The frequency of reports may be annually, semi-annually, or quarterly.

e. **Experience** – The Contractor shall have a minimum of three years' experience in collecting tree inventories for a municipality of a similar size or greater to the City of Alameda, and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in other California cities. The program shall have specialized reports designed specifically for City representatives' needs. The program shall be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user-friendly program shall allow customers to generate a variety of reports quickly.

i. **Qualifications** – Provide a representative list of the cities and agencies throughout California with whom the Contractor has been contracted to perform tree inventories. (See Exhibit C, Qualifications).

ii. Software Programming – Provide a representative list of the cities and agencies throughout California with whom the Contractor has been contracted to provide software programming. (See Exhibit C, Qualifications for Software Programming).

f. **Initiation Of Tree Inventory Work** – The Contractor, upon award of contract shall perform the following:

- i. Contract Management
 1. Obtain all required insurance as specified in the RFP.
 2. Obtain any and all Business Licenses and/or permits.
 3. Immediately initiate the Inventory of City trees.
- ii. Prior to Commencement of Work
 1. Conduct a Pre-job meeting with City staff to discuss the City’s criteria with regards to all tree attributes to be collected, scheduling and location of fieldwork.
 2. The City will be divided into grids or Zones for more efficient management of data collection. For the purpose of completing the City’s tree inventory, the City shall provide copies of the following:
 - a. City Maps with Street Legend
 - b. Easement Maps
 - c. Grid Maps
 - d. Street Tree Master Plan with Tree Palette
 - e. Tree Ordinance
 - f. Additional information pertaining to City trees
 - g. Information pertaining to City’s GIS system
 - h. Street Listing on ArborAccess
 - i. 2016/2017 Street Tree Inventory
 - j. Planting Criteria
 3. Inventory Data Collection

Have an ISA Certified Arborist perform tree data collection and provide a preliminary tree evaluation using the most current edition of “Best Management Practices- Tree Risk Assessment”, ISA 2011 by Tom Smiley, Nelda Matheny and Sharon Lilly.

a. Attributes to be collected by field personnel shall include the following plus five additional attributes to be identified later:

- i. Tree Number
- ii. City Zone
- iii. Street Number
- iv. Street Address – For corner lots, indicate if on cross street
- v. Location by GIS, x, y State Plane Coordinate (Optional)
- vi. Location Description
- vii. Species by botanical name and, if known, cultivar or variety
- viii. Species by common name and, if known, cultivar or variety
- ix. Diameter at standard breast height
- x. Canopy spread/width

- xi. Canopy height
- xii. Tree height
- xiii. Existing overhead utilities – specify whether primary, secondary, and/or telephone/cable
- xiv. Dimensions of planting strip or sidewalk cutout
- xv. Planting area type – parkway, tree well, etc.
- xvi. Public/Private Code
- xvii. Work history
- xviii. Condition evaluation (Good, fair, poor)
- xix. Distance to water meter
- xx. Distance to light pole
- xxi. Distance to traffic sign
- xxii. Distance to adjacent existing trees
- xxiii. Sidewalk/displacement (in inches)
- xxiv. Curb displacement (in inches)
- xxv. Pathway/trail displacement (in inches)
- xxvi. Street displacement (in inches)
- xxvii. Vacant Sites

b. Provide the City with GPS coordinates for each tree inventoried so the information collected can be linked directly to a GIS program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude within one meter.

c. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs.

d. Upon completion of the initial inventory, the City will receive a complete listing of all sites inventoried arranged alphabetically by street address, both in hard copy and in a software program, which will enable the City to connect the inventory to the GIS program and create various frequency reports.

e. All work performed by Contractor under this contract shall be entered into the inventory within one month of performing the work. This information is vital to maintain the City’s computerized tree inventory and management system. Each individual tree record shall be fully updated in the process of servicing each individual tree.

f. Computer Software Capabilities

i. The software will have the capability of producing reports that can be exported to Microsoft Excel for graphic output for the purpose of displaying the data.

ii. It is capable of linking to the latest ArcView GIS, ArborAccess version.

iii. The software can also link to separate databases containing work history, work requests, etc.

iv. It can manage an unlimited number of records and has the capacity of adding additional tree sites should the City desire to input them.

v. It allows the tracking of all maintenance performed by City field crews and/or by contractors.

vi. Inquiries can be made by one field or a combination of fields.

g. **Tree Inventory And Schedule** – Contractor shall have data post-processed to establish sub-meter accuracy of points (GPS) using local satellites. Tree inventory will be installed into a computer software program for long-term management of the Urban Forest. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. The Contractor shall provide monthly progress reports in the form of **shp**. Files. The City will be able to review the data collected and the dots plotted on the maps. The inventory shall be completed, delivered, and installed within six months, or sooner, from the “Notice to Proceed.” The City may grant, at its sole discretion, an extension for up to three months based on difficulties encountered in the field. Using the City’s tree grids zones the contractor shall provide sample inventory in a final phase format for each of the City’s tree grids for review and comments. Submittal of the five zones will constitute the necessary milestones required for the City’s review and approval.

h. **Technical Support And Maintenance** – The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support within one hours with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone or e-mail. In addition, the Contractor may be required to respond to the City’s location within 24-hours to address and resolve technical problems with the inventory.

Payment for work done under the Tree Inventory (Street Trees and Trees Requiring Line Clearances) shall be made at the lump sum price. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all necessary work to provide an accurate and current tree inventory which contains the total cost for the inventory creation, update, reporting and maintenance, including ownership of the software and unlimited software support while under contract for maintenance services and completion of the work as detailed in the specifications.

2. WIRE CLEARANCE (PUBLIC RIGHT-OF-WAY AND PRIVATE PROPERTY)

a. **General:** The Contractor shall have an ISA certified arborist and at least one Electrical Hazard Awareness Program (EHAP) certified line worker on the power line clearing crew at all times. The Contractor shall trim and remove trees to provide clearance from energized power lines and shall work under the direction of the Public Works Supervisor or AMP assigned staff. All work shall be done in accordance with Rule 35 of General Order 95 of the California Public Utility Commission.

b. **Work Schedule:** A listing of the location of each tree, species, the need to trim, whether it is accessible or non-accessible to aerial trucks will be issued to the Contractor. The Public Works Supervisor will provide Contractor with a list of locations of each tree and whether or not it is a public or private tree within 30 days.

City will require the Contractor to trim trees assigned within 30 days and to update the Work Schedule and Tree Inventory after the completion of each Zone/Sub-Area.

c. **Public Works Supervisor:** The Public Works Supervisor/Superintendent/Project Manager is the only authorized representative for AMP whose functions will include the following:

- i. Assign Area Trimming & Removal Work Schedules each Item to the Contractor.
- ii. Require the Contractor to complete each assigned Work Schedule in an orderly manner.
- iii. Specify the number of crews required.
- iv. Review the work of the Contractor at the completion of each assigned week to verify invoicing.
- v. Coordinate and communicate with the Contractor's Manager.
- vi. Require the Contractor to provide daily work sheets of prior weeks work completed at the beginning of the next workweek.
- vii. Assign emergency work to the Contractor when required.

d. **Manager:** The Contractor shall assign a Manager, who shall be an ISA certified arborist and will be responsible for all work performed within the City of Alameda area and whose duties shall include, but not be limited to, the following:

- i. Supervise the daily contract and subcontract tree-trimming operations.
- ii. Notify the office of the Public Works Supervisor each morning and indicate the number of contract and subcontract crews working, names of the crew supervisors, street locations of their work, and their working hours.
- iii. Collect and verify daily contract and subcontract crew tree-trimming reports.
- iv. Submit daily contract and subcontract crew reports no later than the first workday of each week to designated Department tree inspectors.
- v. Receive additional work schedules from the Public Works Supervisor when work in the current books is sufficiently completed under each Item.
- vi. Complete each Item in the time prescribed.
- vii. Communicate and coordinate with the Public Works Supervisor and tree inspectors.
- viii. Require contract and subcontract crews to have qualified line clearance tree trimmers.
- ix. Require that one member of each contract and subcontract crew be assigned to communicate in English with AMP employees and members of the public.
- x. Ensure that all vehicles are registered and licensed for use.
- xi. Require each contract and subcontract vehicle to have a company identification emblem.
- xii. Require the Area Supervisor, the Field Supervisors, and all contract and subcontract crews to have cell phones.

e. **Notification of Daily Work Schedule:** The Contractor shall notify the Public Works Supervisor prior to commencement of work each day, the location(s) of where the Contractor will be trimming or removing trees.

f. **Damage to Public or Private Property:** Should any structure or property be damaged during permitted or contracted tree operations, the person(s) conducting the work shall immediately notify the property owner(s) and the PW Supervisor. Repairs to property damaged by Contractor personnel or operations shall be made within forty-eight (48) hours, unless extended by the PW Superintendent, except utility lines which shall be reported immediately to the proper utility provider and repaired as soon as possible, but no later than the same working day. Utility line repairs/replacements must be coordinated with the responsible utility provider or owner of the line. The City of Alameda operates its own electric. Repairs on private property shall be made in accordance with the appropriate Building Code under permits issued by the City of Alameda. Any damage caused by the permitted or contracted persons shall be repaired or restored by them, at their expense, to a condition equal to or better than existed before such damage or injury, or they shall repair such damage in a manner acceptable to the City. Special attention is drawn to sprinkler systems in City parkways and the need to avoid damage or repair damage as soon as possible.

g. **Protection of Existing Facilities and Structures:** The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground on the City's property. Any damage to City property caused by the Contractor shall be corrected or paid for (at the sole option of the City) by the Contractor at no cost to the City. The City shall make the determination of fault. The City reserves the right to issue a Stop Work Notice if the Contractor does not promptly repair any damage within the time frame listed in (g) above.

h. **Utility Line Clearance Tree Trimming:** The primary work to be done under this contract will be the trimming of trees for utility line clearance. Trimming shall be done to achieve the required clearances specified in Rule 35 of General Order 95 of the California Public Utility Commission. All trimming shall be done in accordance with standard tree maintenance practices as specified in American National Standards Institute ANSI A300-1995 and applicable ISA Standards. Specifically, trees shall be pruned in such a manner as to:

- i. Protect current tree health, condition, and symmetry.
- ii. Direct growth away from electrical facilities by using natural pruning techniques.
- iii. Where trees are in close proximity to high voltage overhead conductors, the offending tree shall be trimmed so as to maintain the following clearances: For house hookups, one foot (1'); for secondary lines, two feet (2'); for 2,400-72,000 volts, four feet (4'); for 72,000-110,000 volts, six feet (6'); for 110,000-300,000 volts, ten feet (10'). No clearance required for sheathed, grounded secondary conductors, except for branches that are in direct contact and exerting tension.
- iv. Use the minimum of cuts to achieve required line clearances.
- v. Complete a full tree trim to public trees.
- vi. Selective/ target trimming for private trees or as directed by the City.

The following procedures, or others that will result in tree decline, are not allowed and require pre-approval of the Public Works Supervisor before commencing work:

- vii. Severe cutting back of all growing tips usually called topping, pollarding or hatracking.

viii. Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge.

ix. Stub cutting where branch removal results in the base of branch removed protruding more than approximately one fourth (1/4) inch beyond the zone of branch collar and branch bark ridge.

x. Spikes may be used for pruning **only** when needed for proper safety reasons.

NOTE: Any and all work done around or near any lines of any type must be done by a Certified Line Clearing Worker who is current with all training and safety regulations. For any contractor performing this work without the correct training and certified in the safety regulations, the City may seek penalties of up to \$10,000 per violation, per day and will shut the job down.

i. **Tree Removal:** Removal of trees on private property for electrical line clearance shall be done only upon written instruction from the Public Works Supervisor with an attached authorization from the property owner. Included in the removal are all above ground parts of the tree, including the trunk which shall be ground at least six inches below ground level unless the property owner gives specific written authorization otherwise. All limbs and tree trunks shall be removed in a manner that is safe to the public and adjacent property. Tree removals shall be paid separately as a negotiated change order per crew rental rate for trees on private property.

j. **Work Performed on Private Property:** Access to backyards must be closely coordinated with the property owner. No permitted or City contracted tree worker shall perform work upon private property without the consent of the property owner. Verbal consent of the property owner or resident of the property is considered official consent. Work performed on private property shall be paid separately as a negotiated change order per crew rental rate for trees on private property.

k. **Homeowner Notification:** For all scheduled work, the Contractor shall deliver to each residence or building a flyer, developed by the Contractor and approved by the City, detailing the work to be done and the expected start and completion date, one week prior to commencement of the tree work.

l. **Cleaning Up:** Cleanup of any debris resulting from any tree operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in such a manner as to result in a hazard to the public. All debris from tree operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. All cuttings, branches, wood chips and other debris shall be cleared from the site and disposed of by the Contractor. The Contractor as necessary shall obtain permits required for this purpose. Disposal expenses will be the Contractor's responsibility. Debris, such as wood chips, shall be left on property only at the direct and specific request of the owner.

m. **Billing:** Contractor shall submit monthly, a fully itemized invoice listing each tree noting the following:

- i. **For Trimming:**
 1. Address
 2. Location (Accessible/Non-Accessible by aerial truck)
 3. Date completed
 4. Person responsible for completing the job
- ii. **For Removal:**
 1. Address
 2. Species
 3. Date completed
 4. Person responsible for completing the job

All invoices shall be sent to: Public Works Department, Jesse Barajas, Public Works Project Manager, 950 West Mall Square, Alameda, CA 94501 and Alameda Municipal Power, John Deschaine, 2000 Grand Street, Alameda, CA 94501. Monthly payments will be made after verification of completion of the tree work by the City.

n. **Reports and Schedules:** The Contractor, as part of this agreement, shall submit reports and schedules as requested. Such reports may include, but not limited to, the following:

- i. Reports of work planned or completed.
- ii. Cost information to perform extra work.
- iii. Notification of change in scheduled work.
- iv. Injury or incident report.
- v. Work Schedule for the Year/Month and Actual/Week

o. **Inquiries and Complaints:** All complaints shall be handled in a professional and timely manner. The Contractor shall maintain an emergency contact number, an office and a service yard to ensure a maximum response time of three hours at some fixed place and shall maintain a telephone and fax machine for the purpose of receiving dispatch orders and complaints, thereat, listed in the telephone directory in his/her own name or in the firm name by which he/she is most commonly known. Furthermore, the Contractor shall, at all times, have some responsible person(s), employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the City and/or private citizens during normal working hours.

p. **Crew Staffing:** The Contractor shall provide a three worker crew with required equipment, such as chopper, boom truck, etc. and all the respective hand tools/equipment necessary to expedite the work.

Payment for work done under **Crew Staffing for Backyard Tree Wire Clearance on Private Property** shall be paid at an hourly rate for a three-worker crew as discussed above for all wire clearance. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary, including work schedules, meetings, trimming and tree removal work in accordance with the specifications.

Payment for work done under **Wire Clearance in the Public Right-of-Way and Private Property** shall be made on a per tree unit cost based on the diameter of the tree. Payment shall be full compensation for meetings, work plans/schedules, furnishing all labor, materials, tools and equipment and including, but not limited to noticing to the public and doing all necessary work to provide an ISA certified arborist and at least one Electrical Hazard Awareness Program (EHAP) certified line worker on the power line clearing crew at all times, an allowance for adding additional trees (e.g., burners), and emergency list that needs to be completed within two weeks. Any damage caused by the permitted or contracted persons shall be repaired or restored by them, at their expense, to a condition equal to or better than existed before such damage or injury, or they shall repair such damage in a manner acceptable to the City. The primary work to be done under this section will be the trimming of trees for utility line clearance. Any tree removals must be pre-approved and will be paid as a negotiated change order. All work shall be done in accordance with Rule 35 of General Order 95 of the California Public Utility Commission. Additional service line clearance will be paid on a each basis.

3. TREE REMOVAL AND STUMP GRINDING

No protected tree shall be removed without a Certificate of Approval from the Historical Advisory Board. **Protected trees shall include: the palm trees in the public right-of-way on Burbank Street and Portola Avenue; any street tree on Thompson and Central Avenues; and any Coastal Live Oak (quercus agrifolia) with a ten (10") inch or greater diameter measured four and one-half (4.5') feet above the ground.**

Prior to removing trees, Contractor shall check with Public Works Supervisor to ensure City has not received a protest to the tree removal. All scheduled removals are required to follow the City’s removal standards, the proper posting and removal process established in the MSTP and Public Works Departmental Policy. The City will post the notices/door hangers on the residents impacted as determined by the City Policy or directed by the Public Works Supervisor. The contractor is responsible for obtaining an encroachment permit from Caltrans for any work to be done on State Highway. All U.S.A. (Underground Safety Alerts) are the sole responsibility of the contractor before any removals which impact underground utilities are carried out.

When necessary contractor will dispose of all tree removals debris at a State Licensed composting facility or at a greenwaste collection facility for consolidation and transport to a State licensed compost facility. At no time will any tree removal debris be landfilled. Following are the names of such facilities in the immediate area:

Facility	Phone Number	Hours of Operation
Berkeley Transfer Station 1201 Second Street Berkeley, CA	510 – 644 – 8894	Monday – Saturday 8:00 a.m. – 4:30 p.m.
Davis Street Smart 2615 Davis Street San Leandro, CA	510 – 638 – 2303	Monday – Friday 7:00 a.m. - 5:00 p.m. Saturday & Sunday 8:00 a.m.- 4:00 p.m.

Workers scheduled for tree removals within ten feet an energized conductor in excess of 750 volts shall be an EHAP-qualified line clearance tree trimmers using approved tools and equipment in removing limbs. Proof of certification is required prior to working within the 10-foot threshold of proximity to high power lines.

a. **Tree Removal:** Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

i. The contractor shall comply with all general specifications standards described herein.

ii. The diameter price given by the contractor for tree removals shall be inclusive of all staff, material and equipment necessary to remove trees as described herein.

iii. As stated previously herein, the contractor shall identify the locations of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The contractor shall notify the Public Works Supervisor of designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/ or associated root grinding begins.

iv. The contractor shall comply with wildlife protection standards described herein whenever removing a tree.

v. The contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the Public Works Supervisor for assistance. The errant removal of trees shall be penalized to the full-appraised value of the tree(s).

vi. During a tree removal, the contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to free-fall and create damage of any type.

vii. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior or use of said equipment in the City of Alameda.

viii. Crane operators shall be certified by commission for the certification of crane operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City.

ix. While loading and handling debris, the contractor shall maintain control at all times so as not to result in damage to the public right of way or private property.

1. In addition, the contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.

x. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.

xi. The contractor shall be responsible for the repair of any private property irrigation systems components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

b. **Stump Grinding:** Stump grinding consists of the removal of the entirety of a stump and the root system.

i. When grinding the existing stump from a removal, the Contractor will grind down to a depth of two feet (2'). Care should be taken to prevent damage to existing sidewalk and curb.

Payment for work done under the Tree Removal and Stump Grinding shall be made on a per tree unit price, by diameter of the tree. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and including, but not limited to, checking with PW Supervisor that appropriate notice to the public was provided and no protests to the proposed removal were received; U.S.A.'s, traffic control, and correct disposal of debris, and, if necessary, providing an EHAP line clearance tree worker to assist with all removals within 10' of energized conductors and doing all necessary work to complete the items for which payment is being made and described in the specifications.

4. TREE PRUNING (STREET TREES AND PARK TREES)

All work as part of this contract shall comply with good arboriculturist practice for the particular species of trees being trimmed, and shall be consistent with the most current Pruning Standards as adopted by the ISA, and "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288, **University of California, Davis**; Davis CA, **Proctor** for Dr. Richard Harris' Arboriculture Class Senior author of the definitive arboriculture text: *Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines, 3rd Edition*, (1999, Prentice Hall, New Jersey). Winter 1985 and the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal. See Appendix I.

Any tree work performed on a City tree must be done according to the City's specifications. The criteria for pruning varies based on the type or purpose of pruning.

a. **General Specifications for tree pruning**

i. Contractor shall consult with the Public Works Supervisor before making any cuts that could result in permanent disfigurement of the structure of any tree.

ii. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of thirteen feet, six inches (13'6") above the paved surface of the street as measured a foot and a half from the face of the curb and eight (8) feet above the curb as measured from the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the contractor shall not prune the tree until such time as direction is obtained from the Public Works Supervisor. Tree skirting shall be 15' trimming of lower tree to meet the clearance stipulation.

iii. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and they trunk.

iv. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

v. Whenever pruning involves the removal of limb that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.

vi. All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.

vii. All dead and dying branches and branch stubs shall be removed.

viii. All broken or loose branches shall be removed.

ix. Branches that are developing in such a manner as to be larger than the limbs they originate from shall be removed.

x. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.

xi. Selectively prune braches that create sight line conflicts with traffic control signs and/or devices.

xii. Selectively prune branches that are within five (5) feet of structure.

xiii. Clear trees of sprout or sucker growth to a minimum height of twelve (12) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.

xiv. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the Public Works Supervisor to do otherwise.

xv. Remove all ivy or vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees. Ivy growing on trunks of City trees shall be removed to ground level and one (1) foot laterally from the trunk at ground level. Cutting shall be done with hand tools and shall not damage the tree trunk.

xvi. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.

xvii. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.

xviii. All major pest problems shall be promptly reported to the City.

xix. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.

xx. All trees six inches in diameter or less shall be pruned with hand tools only.

xxi. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/ or future disease/ decay problems.

xxii. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.

xxiii. The use of climbing spurs or spike shoes in the act of pruning tree is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree. Species trim windows shall be honored and followed by the contractor. e.g. Oaks in summer, Eucalyptus and Elms in Fall or Winter.

xxiv. All tree trimming is to commence from the terminal growing point of all branches. Application of the 2/3 rule for loading the tree limbs is the approved method for all tree.

xxv. Proper tree taper shall be encouraged when addressing all trees with deficiencies and therefore a purposeful crown reduction with reduced sail effect shall be applied as needed.

xxvi. Proportional and proper limb distribution shall be the normal practice to provide the necessary distribution within the entire tree structure. Eliminating compound branches and irregular structure as directed by the Public Works Supervisor shall be the preview of the City of Alameda.

b. Prune Classifications for Trees: A full prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have no more than 25-30% of the live foliage removed. A full prune typically consists of one or more of the following pruning treatments:

i. **Crown Cleaning:** Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as ‘lion tailing’ disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

ii. **Crown Thinning:** Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, no more than 25- 30% of the live foliage may be removed unless directed otherwise by the Public Works Supervisor.

iii. **Crown Reduction:** Crown reduction is used to reduce the height and /or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/ branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

iv. **Crown Restoration:** Crown restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

v. **Crown Raising/Clearance Prune:** A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

1. **Crown Raising:** consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute trees within the tree.

2. **Clearance Prune:** is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine details work described herein as “full prune”.

c. Pruning Specifications for individual Species

i. **General trimming and shaping of Conifers** – Two basic classes of conifers can be found in Alameda, those with branches radiating out from the trunk in whorls such as Pine trees or cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, no more than 25-30% of the live foliage may be removed unless directed otherwise by the Public Works Supervisor.

ii. Contractor shall avoid damaging the central leader on all conifers. In specific cases the Public Works Supervisor may direct the contractor to remove the central leader in an effort to limit the height of the specific trees.

iii. At the time of pruning, the Public Works Supervisor shall determine which trees shall have the new growth addressed/ pinched back in an effort to control canopy size.

iv. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.

v. Typical pruning of conifers shall consist of removing crossed limbs, deadwood terminal crown reductions and/or removal of unwanted branches from the interior of the canopy.

d. General trimming and shaping of Broadleaf Trees – Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Public Works Supervisor and in accordance with the following:

i. Cut to laterals to preserve the natural form of the tree, using the 2/3 rule for load bearing and proper distribution. Tree foliage shall be reduced by at least twenty-five percent (25%) but no more than thirty percent (30%).

ii. In specific cases the Public Works Supervisor may direct the contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.

iii. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

iv. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

v. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or framework of any tree.

e. Higher Frequency Trimming

i. Past trees that were topped decades ago shall be trimmed to control canopy size and basic structure while maintaining an aesthetically pleasing appearance. Tree Foliage shall be reduced by at least 25-30%.

ii. Business Districts, the objective is to provide clearance for business signs and storefronts while maintaining the natural shape and beauty of individual street trees. The contractor shall be required to meet the schedule requirements as outlined in the contract requirements and make every attempt possible to reduce the impact on businesses, its patrons and pedestrians in general during the course of pruning activities.

iii. Restructuring trees, which were damaged through natural or mechanical causes, shall be restored to an acceptable maintained canopy.

iv. Tree skirting to meet sidewalk and/or street clearance or mitigation of interfering low limbs.

f. Palm Tree Pruning – Any tree work performed on City tree must be done according to the City’s specification. The criterion for pruning varies based on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and skinning or shaping of spent petiole bases into a nut as applicable by palm type.

i. The specifications for the pruning of palm trees are as follows:

1. While making an approach to the palm crown for pruning, the contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structure abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the contractor shall report to the Public Works Supervisor immediately.

2. Using sterilized equipment as described herein, any fruit or flower structure in the crown of the palm shall be removed concurrently with frond pruning. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquid that react with and can cause staining to hardscape elements. The contractor shall be responsible for removing palm fruit related stained from private property hardscape elements.

Payment for work done under the Tree Pruning (Street Tree and Park Tree) shall be made on a per tree unit cost basis based on the diameter of the tree. Payment shall be full compensation for furnishing all labor, materials, tools and equipment complying with good arboriculturist practice for the particular species of trees being trimmed, and shall be consistent with the most current Pruning Standards as adopted by the ISA, and “Pruning Landscape Trees” by U.C. Agricultural Extension Service #AXT-288, and the requirements of the most current American National Standards, Z133-1-1972, entitled “Safety Requirements for Tree Pruning, Trimming, Repair or Removal, and including, but not limited to providing notices to the public and doing all the necessary work to complete the items for which payment is being made and described in the specifications.

5. YOUNG TREE PRUNING AND MAINTENANCE

Proper pruning is essential in developing a tree with a strong structure and desirable form. Trees that receive the appropriate pruning measures while they are young will require little corrective pruning when they mature. Using the standards established by the International Society of Arboriculture best practices for young tree training shall be in accordance with “Young Tree Training for Structure and Form” by UC Davis, Dr. Costello, best practices, and ANZI 300 standards pruning for tree safety will be applied and used accordingly. The above practices as herein described shall be referred to as best practices.

a. **Each cut has the potential to change the growth of the tree.** It is vital to always be mindful of this axiom every time a cut is made.

i. Avoid over-thinning the interior of the tree. Removing too many leaves and shoot tips affect the root recovery required after tree planting for multiple years. The sprouts on the tree trunks provide nutrients and girth to the overall vigor of the young trees and shall not be removed if the tree trunk taper is not sufficient for a healthy tree.

ii. Proper identification and establishment of permanent branches are vital to structure and trimming of young trees. If a permanent branch is to be shortened, cut back to a lateral branch or bud. Avoid cuts which lead to stem decay.

iii. Establish strong scaffolds by promoting proper angle attachments and distribution. Central leader training involves keeping trees shaped somewhat like Christmas trees, with lateral branches arranged in separate layers, or tiers.

iv. The current distribution of young trees is 25% of the current tree inventory, DBH from 0- 6.0”.

Tree	Pests	Season	Type of Training System
Pear	Blight	Summer	Open Center, Central leader, under wires develop mod. Leader
Tristina	Fusarium	Fall	Central Leader, heavy trim, Under wires develop mod. Leader
Platanus	Anthraccn.	Fall	Central Leader, Under wires develop modified leader at 14’
Ginkgo	Aphids	Fall	Central Leader, Under wires develop mod. Leader at 14’

b. **Risks to avoid/control and report.** The presence of these warrants additional mitigation measures, which must be discussed by both parties. Ongoing maintenance of these trees will require ongoing approval of Public Works Supervisor.

- Height to diameter ratio (slenderness) greater than 60 to 1
- Live crown ratio less than 50 percent
- Lion’s tailed trees
- Uncorrected lean, root-plate lifting, recent change in lean
- Lean with shear-cracks, basal decay, root and/or crown decay bark
- Multiple scaffold branch attachment (little vertical and horizontal spacing) particularly those with included bark
- Multi-stemmed trees and those that have developed from stump sprouts
- Cankers (dead, sunken areas often with callus at the margins, areas with loose or missing bark particular near the base)

- Shear cracks, trunk splitting, pronounced ribs indicating axial crack
- Greater than .5 the circumference weakened by decay, cankers, and physical damage
- Large areas of trunk colonized by sap rot fungi
- Swellings and bulges
- Trees with off-center decay columns affecting 40 percent or more of the stem cross-section
- Open cavities, old fire scars, and large old wounds
- Seams (callused over wounds)
- Buckling (accordion-like ridge formation on the compression side of leaning trees or in the reinforcing columns of wound wood) adaptive growth) that form on either side of a large cavity opening)

c. Approvals – The Public Works Supervisor shall determine if the contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The contractor shall be deemed in contract default, if they consistently fail to comply with the contract standards.

Prior to beginning the work, the contractor shall review with the Public Works Supervisor various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree trimming shall include but not limited to current industry standards for pruning.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the contractor during the course of trimming shall be reported to the Public Works Supervisor for determination of action as soon as it is discovered.

Daily tree trimming operations shall commence no earlier than 8:00 AM and shall be completed each day no later than 4:00 PM

Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and the removal of sucker growth from tree trunks.

No worker shall enter a fenced or otherwise secured area of private property without the consent of the property owner.

Payment for work done under Young Tree Pruning and Maintenance shall be made on a per tree unit basis. Payment shall be full compensation for: furnishing all labor, materials, tools and equipment; using the standards established by the International Society of Arboriculture best practices for young tree training accompanied by UC Davis, Dr. Costello on Young Tree Training, best practices and ANZI 300 standards pruning for tree safety; reviewing with the Public Works Supervisor various methods, tools, and work scheduling to be used; and including, but not limited to, providing notice to the public and doing all the necessary work to complete the items for which payment is being made and described in the specifications. Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the contractor during the course of trimming shall be reported to the Public Works Supervisor.

6. PLANTING, STAKES, AND WATERING OF 15-GALLON NURSERY TREES (CITY SUPPLIED)

a. Tree Planting – Tree planting consists of the installation of nursery stock container trees supplied by the City. An Add Alternate is provided for contractor provided trees.

i. The contractor shall comply with all general specifications standards described herein.

ii. As stated previously herein, the contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The contractor shall assume full responsibility for any damage that occurs during the planting of any tree.

iii. The contractor will mark and identify all the proposed vacant sites along with generating the proposed tree species for review and approval of the Public Works Supervisor.

iv. When scheduled the contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted in accordance with American Nursery and Landscape Association, ANSI Z60.1-2004 Standard.

v. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fracture root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected.

vi. The contractor shall not begin excavation for the planting of tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the Public Works Supervisor for assistance. In excavating planting pits, the contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.

vii. All nursery containers and box sides shall be removed from the tree root balls prior to planting. The contractor shall not install trees with box bottoms left on. All container debris shall be removed from the planting pit prior to backfilling.

viii. The contractor shall backfill hardwood tree plantings with an equal mix of excavation soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.

ix. The contractor shall cease to backfill when the planting pit is one half (full) and apply water to remove air pockets from the backfill. Once the water has drained, the contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edged of the root ball. The top of the watering basin shall be graded and maintained at a grade of four (4) inches above the root flare of the tree.

x. The contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree unless retention of the nursery stake is approved by the Public Works Supervisor and the tree shall be double staked using two, two inch lodge poles stakes of a length sufficient to be installed beyond the depth of the planting stock

root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is oriented to be one hundred and eighty degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using Century Universal Tree Ties (or City approved equivalent) installed as per manufacturer's specifications (see Exhibit L).

xi. The contractor shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

xii. The following materials shall be used:

1. Tree stakes. Support stakes shall be treated 2-inch diameter Lodgepole Pine, two stakes per tree or approved equivalent. No cross brace shall be used. After installation, stakes shall be trimmed so that the branches clear the top of the stake.

2. Tree Ties. Century Universal Tree Ties (recommended) or equivalent, twist brace, fabric-reinforced rubber (3/8-inch minimum), or equivalent approved by the City of Alameda shall be used and installed in a figure eight fashion to support the tree to the stakes.

3. Mower Trunk Guards. For trees in turf areas requiring regular mowing, the tree stem shall be protected with TreeGuard or equivalent.

4. All trees (see Aeration Tube Table, 3-2) shall be planted with two 4-inch diameter perforated aeration tubes with grated plastic caps placed 180 degrees apart and at edge of the root ball to the bottom of the pit.

5. The Contractor shall warranty the trees for a 12-month period and replace, at no cost to the City, any tree that is dead or dying.

b. New Tree Care – New tree care consists of irrigation of young trees, and replacement of missing, or damaged stakes, which have been installed by the contractor, and the cultivation of new canopy coverage. Contractor shall check stakes and a) remove stakes no longer necessary to support the tree (typically where the tree's dbh exceeds two inches), and b) replace any missing or damaged stakes where stakes are necessary to support the tree.

i. The contractor shall comply with all general specifications standards described herein.

ii. As stated previously herein, the contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The contractor shall take all responsibility for any damage that occurs during the planting of any tree.

iii. The contractor shall not use hoses, equipment or water from private properties when watering parkway trees.

iv. While performing tree watering, the contractor shall maintain the tree watering basins to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.

v. Tree shall be watered at least once a week for a continuous three-month period in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.

vi. Alternate is provided for extending the weekly watering period for an additional six-month period, making total watering period last nine months.

vii. The contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree services by the contractor.

Payment for work done under Planting, Stakes, And Watering Of 15-Gallon Nursery Trees (City Supplied) shall be made on a per tree unit basis. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and identification of the location of utilities and irrigation, marking and identifying all sites for approval prior to planting, supplying quality nursery stock that is well-watered and covered for transport, planting as per City Standards, having newly planted trees watered immediately after planting and one time per week for three continuous months thereafter, supplying water and all materials for planting and watering, and including but not limited to providing notice to the public, and doing all the work necessary to complete the items for which payment is being made and described in the specifications.

7. EMERGENCY CALL-OUT

The Contractor shall provide an emergency telephone number for calls both during and after normal working hours 8 a.m. to 5 p.m., Monday through Friday. The Contractor will be expected to respond immediately, by phone, when contacted by the City of Alameda and be present at the work site and begin work will be reduced to three (3) hours. This is on a 24-hour, 7-day-per-week basis. This response time will be strictly enforced, whether during normal working hours or after normal working hours.

If the Public Works Director or his designee deems a situation to be an emergency, there will be a required response time to begin work within two hours from the time of the telephone call. This work will not be paid for separately and all work associated shall be included in individual unit prices.

For Each and every response, the Contractor shall provide a three worker crew with required equipment; chopper, boom truck and all the respective hand tools/equipment necessary to expedite the work.

Payment for work done under Emergency Call-Out shall be paid at an hourly rate. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to address an emergency in accordance with the specifications.

8. MISCELLANEOUS WORK REQUESTS

This will include collection, removal and cleanup of branches that are blocking the public right of way and consist of two inch to six inches branches of various lengths and/or six inch to twelve inch branches of various lengths.

Street Light Clearance request will include trimming and cleanup of branches growing within seven feet of a street light which are blocking proper illumination of the public right of way while applying proper ISA standards to perform the work.

Stump grinding of stumps left from storms or other occurrences while applying to the same standards define section titles Tree Removal section x.

9. WORK SCHEDULES

The contractor shall submit an annual work schedule which shall indicate the time frames when work shall be accomplished. The schedule shall include monthly tasks with locations and worked performed defined to the week.

10. ADDITIONAL REQUIREMENTS

All these requirements will not be paid for separately and shall be compensated with the unit prices for each work item.

a. Public Noticing – At least seven (7) working days prior to the commencement of any non-emergency work at any tree site, the contractor shall, notify the occupant(s) of that property of the type of work that shall be performed and the anticipated time frame during which the work shall be performed via a door hanger, acceptable to the City. In addition, the contractor shall supply and post standard signage on the trunk of the tree at the work site at which work is to be performed, at least seventy two hours (72) in advance of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall affix to the tree trunk using materials that do not cause permanent damages to the tree. In the event that a tree trunk is not available for posting, the contractor shall affix the posting to a standard size cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled or grinding. This work will not be paid for separately and all work associated shall be included in individual unit prices.

b. Tool Sanitation – On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the contractor. This work will not be paid for separately and all work associated shall be included in individual unit prices.

c. Wildlife Protection – Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the Public Works Supervisor or designated representative. At no time shall any nest or wildlife be removed from its location. This work will not be paid for separately and all work associated shall be included in individual unit prices.

d. Infested or Diseased Trees – Rules regulating infected or diseased trees are covered within California Code of Regulations, Sections 3700 (a), (b) and (c), Oak Mortality Disease Control, in its disposal. The Department of Agriculture provides similar disposal for trees infected with Dutch Elm Disease, Red Lerp Psyllid, Pitch Canker Disease, or similar conditions. This work will not be paid for separately and all work associated shall be included in individual unit prices.

e. Migratory Bird Act – Migratory Bird Treaty Act of 1918 and all updates made to the referred act are duly enforced and the contractor will comply with the referred provisions and all City notices of residing nests. The discovery of a birds nest in the vicinity of the work requires the contractor to report the location to the City Public Works Supervisor for necessary mitigation. Contractor shall be held solely and financially responsible for any actions violating the Migratory Bird Treaty Act. This work will not be paid for separately and all work associated shall be included in individual unit prices.

f. Traffic Control – The Director of Public Works must approve any street closures five days prior to the closure. Further required duties of the contractor are to provide notices to Alameda Police Department, Alameda Fire Department and any impacted businesses. A traffic plan may be required by engineering the contractor would receive notice on these accessions. Safe route to school sites require addressing through alternative schedules and providing safe passage to pedestrians when the duration of the scheduled work will impact the use of the site. Excepts exist during emergencies and coordination creates a greater hardship.

In compliance with approval for traffic control plans the contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. The contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the Director of Public Works or his designee to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the contractor's equipment or machinery. Cooperation with the local authorities relative to traffic handling through business, schools, which require objective arrangements relative to keeping the work area, clear of parked vehicles.

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

The provisions in Section 7-1.08 of the Standard Specifications regarding State furnished signs are hereby revised to provide that all signs and other warning devices shall be provided by the contractor and shall become his property after the completion of the contract. The contractor shall refer to the current “Manual of Warning Signs, Lighting and Devices for Use in the Performance of Work Upon Highways,” and the “Uniform Sign Chart” issued by the Department of Transportation, Division of Operations.

Flagmen, if necessary, shall be properly equipped and trained in accordance with “Instruction to Flagmen,” published by the California Department of Transportation. Section 12-2.02 is revised to provide the contractor at his expense shall furnish that al flagmen. No additional compensation will be allowed the contractor for providing for the free passage of traffic through the work.

The contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic. A typical traffic control plan identifying the size and location of such facilities shall be submitted to the Public Works Supervisor for approval prior to beginning tree removals. Any work being performed without proper signing in place shall be stopped until the unsatisfactory condition is corrected.

All activity occurring along State Routes (Central Avenue, Encinal Avenue, Broadway, Otis Drive, Doolittle Drive, and Webster Street) shall comply with Caltrans requirements.

The provisions of this section will not relieve he contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, “Public Safety,” of the Standard Specifications.

Therefore the contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on medians and/or roads. The design and operation of work zone traffic controls must comply with US Department of Transportation/ Federal Highway Administration guidelines. All operations will be conducted by the contractor to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the Public Works Supervisor or designated representative and the City’s Director of Public Works.

The contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic.

At no time shall traffic be permitted to enter, or operations allowed carrying on in, any work zone that presents dangerous conditions to pedestrians and/or vehicular traffic. This work will not be paid for separately and all work associated shall be included in individual unit prices.

g. **Sound Control** – Sound control shall conform to the provisions of Section 7-1.011, “Sound Control Requirements,” of the Standard Specifications. This work will not be paid for separately and all work associated shall be included in individual unit prices.

h. **Underground Service Alerts** – Stump grinding requires USA notices and NO PARKING posting prior to carrying out the scheduled work. All stump grinding must be to or below two feet below grade. All debris from the tree removal must be removed including twigs, limbs, leaves and excess grinding. No berms, mounds or piles of grinding are accepted as finished work. A compacted even graded surface is the expected final finish. This work will not be paid for separately and all work associated shall be included in individual unit prices.

i. **Additional Inspections** – Additional inspections shall be made upon request to maintain quality standards. Contractor must respond to complaints from Customer within 24 hours and resolve outstanding complaints within 7 days, at no additional cost to the Customer.

j. **Record Keeping** – Record keeping will be maintained in an on-site logbook, which will be completed at the end of each service and will contain the following information. This work will not be paid for separately and all work associated shall be included in individual unit prices.

k. **Upon award of contract:** The contractor shall review the tree maintenance schedule provided by the City and provide recommendations to improve service and the Urban Forest, as needed, within forty-five (45) working days after notification of award.

l. **Quality Control Program** – An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The checklist shall include every area of operation serviced by the Contractor as well as every task to be performed.

A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or before the City of Alameda points out the deficiencies.

A file of all inspections conducted by the Contractor and the corrective actions taken. Copies of this documentation shall be given to the City of Alameda at the time of inspection. This work will not be paid for separately and all work associated shall be included in individual unit prices.

m. **Monthly Meetings** – The region supervisor or staff of equivalent status will meet at a minimum of once per month before or during the initiation of the programmed work. Discussion will consist of updating crew and staff contacts and compliance to City procedures. This work will not be paid for separately and all work associated shall be included in individual unit prices.

n. **Safety and Health** – All work shall comply with applicable state, county and municipal safety and health requirements. Where there is a conflict between applicable

regulations, the most stringent will apply. This work will not be paid for separately and all work associated shall be included in individual unit prices.

o. **Program Evaluation** – The City of Alameda reserves the right to evaluate the progress of this contract in terms of effectiveness and safety and to require such changes as are necessary. The contractor shall take prompt action to correct identified deficiencies. This work will not be paid for separately and all work associated shall be included in individual unit prices.

p. **Personnel Qualifications and Experience** – Contractor shall have competent supervisors, who may be working supervisors, at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and holding the necessary certificates or credentials as described for that position herein. All supervisors must possess adequate technical background to ensure that all work is accomplished with the special provisions of this contract.

The following specifications shall be adhered to regardless of tree being serviced and/or the type of service being performed including, but not limited to, tree pruning, tree removal, stump grinding, tree planting, tree watering, repairs or record keeping related to any tree activity.

i. **Staff Qualifications:** All pruning activities for each and every pruning crew shall be done under the direct supervision of an Arborist certified by the Western Chapter of the International Society of Arboriculture (ISA), and shall be on site during all pruning activities. In addition, all Contractor's representatives shall be experienced and trained in tree pruning in accordance with all current ISA standards, and certified as required. This work will not be paid for separately and all work associated shall be included in individual unit prices.

q. **Uniforms and Equipment** – All personnel, while working in or on City of Alameda owned or leased property, shall wear distinctive uniform clothing. The uniform shall have the contractor's company name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. This work will not be paid for separately and all work associated shall be included in individual unit prices.

r. **Annual Scheduling** – The contractor and the Public Works Supervisor will review the annual grid and request trimming work for appropriateness prior to scheduling or expediting any work. Tree removals planting/ planting will be reviewed and planned annually prior to expediting by both parties. Expedition of tasks will follow the criteria establish herein. This work will not be paid for separately and all work associated shall be included in individual unit prices.

s. **Reporting** – The contractor will email the City agent a day before any work is slated for within this agreement. After hours or hours worked during the agent's absence will follow the same format. This work will not be paid for separately and all work associated shall be included in individual unit prices.

The Contractor shall furnish all labor, tools, equipment, and materials, except as herein specified.

11. **CLEAN UP.** Contractor shall leave the work site in an acceptable clean manner at the end of each work day. Upon completion and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition. This work will not be paid for separately and all work associated shall be included in individual unit prices.

12. **MISCELLANEOUS.** Contractor shall not work during City holidays. City holidays for 2017 include:

Memorial Day	Monday, May 29, 2017
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Veteran’s Day	Friday, November 10, 2017
Thanksgiving Day	Thursday, November 23, 2017
Day after Thanksgiving Day	Friday, November 24, 2017
Christmas Day	Monday, December 25, 2017

The following City events are planned for Calendar Year 2017:

<u>Event</u>	<u>Date</u>
Farmer’s Market (Webster Street/Haight Avenue)	Tuesday and Saturday (year-round) from 9 a.m. to 1
Spring Festival (Park Street)	May 13 and 14, 2017
Neptune Jam (Webster Street)	June 17 and 18, 2017
July 4 th Parade	July 4, 2017
Art and Wine Faire (Park Street)	July 29 and 30, 2017
Classic Car Show (Park Street)	October 14, 2017
Trick or Treat at Webster Street	October 31, 2017
Santa on Webster Street	TBD

13. **ALTERATIONS.** The City of Alameda reserves the right to increase or decrease the quantity of any item or portion of work, or to omit portions of the work as may be deemed necessary or expedient by the Public Works Superintendent; also to make such alterations or deviations, increases or decreases, additions or omissions in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

14. **EXTRA WORK.** New and unforeseen work will be classified as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Public Works Superintendent. For such extra work the Contractor shall receive payment as agreed upon in writing pursuant to an extra work order signed by both parties, or he/she shall be paid on force account.

15. CONTROL

A. AUTHORITY OF THE PUBLIC WORKS SUPERINTENDENT. The Public Works Superintendent or designee shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The Public Works Superintendent or designee's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

B. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work done beyond the specifications established by the Public Works Superintendent or designee, or any extra work done without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Public Works Superintendent made under the provisions of this article, the Public Works Superintendent or designee shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City. Nothing in this paragraph is meant to limit the Contractor's liability and/or responsibility pursuant to Government Contract wherein Contractor is responsible for work performed for seven (7) years.

C. FINAL INSPECTION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Public Works Superintendent will make the final inspection.

D. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the

City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to the Public Contract Code.

16. PROSECUTION AND PROGRESS

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION. The Contractor shall begin work when designated by Contractor Agreement to commence work and shall diligently prosecute the work during the term of the contract.

B. SUBLETTING AND ASSIGNMENT. The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Public Works Superintendent or designee, the subcontractor shall be removed immediately on the requisition of the Public Works Superintendent and shall not again be employed on the work.

This contract may be assigned only on written consent of the City Council.

C. CHARACTER OF WORKER. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Public Works Superintendent or shall appear to the Public Works Superintendent or designee to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the Public Works Superintendent or designee and such person shall not again be employed on the work.

D. TEMPORARY SUSPENSION OF WORK. The Public Works Superintendent or designee shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform

any of the provisions of the work. The Contractor shall immediately obey such orders of the Public Works Superintendent and shall not resume suspended work until ordered in writing by the Public Works Superintendent or designee.

E. TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the contract's term as set forth in these specifications, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Alameda the sum of Five Hundred Dollars (\$500.00) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Public Works Superintendent in writing of the causes of delay. The Public Works Superintendent shall ascertain the facts and the extent of the delay and his findings of the facts thereon shall be final and conclusive.

F. SUSPENSION OF CONTRACT. If, at any time, in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Public Works Superintendent, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force

and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising there from over and above the contract price will be charged against the Contractor and his sureties, who will be liable there from. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

G. RIGHT-OF-WAY. The right-of-way sufficient for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right-of-way, unless otherwise provided in the special provisions. Contractor's staging area must be approved by the Public Works Supervisor.

17. MEASUREMENTS AND PAYMENT

The work to be done shall be included in the various unit prices contained below for "Urban Forest Maintenance Services, Citywide" including tree inventory, tree pruning, removals, stump grinding, tree planting, young tree training, wire clearance, etc. and including but not limited to all labor, vehicles, tools, equipment, materials, travel time, posting, public notices and remediation of requests; annual maintenance scheduling and reviews and record keeping; stocking of materials; and housekeeping including safety training for staff, as defined within Anzi and CALOSHA work standards, traffic certified personnel to assure good working order and meeting all needed accommodations for proper traffic flow within industry standards, and doing all the work associated with the specification. The Contractor shall maintain the urban forest to industry standards, City of Alameda directives, and these specifications in its entirety.

Payment for work done under the contract shall be made on the basis of the Bid (see Exhibit B). Payment for work done shall be made on a monthly basis for the previous month's work. Contractor shall submit a monthly bill. The value of any work not completed or not satisfactorily completed as determined by the Public Works Superintendent or designee, shall be deducted from the payment for that month's work. In the event the contract includes a partial month, the Contractor shall receive payment on pro-rata basis for the work completed. In the event that additional areas of work are added, payment will be made for the increased area prorated on the basis of the added area and the time remaining on the contract.

18. SPECIAL PROVISIONS

STANDARD SPECIFICATIONS ADOPTION. The work embraced herein shall be done in accordance with the appropriate provisions of construction detail of the specifications entitled “State of California, Department of Transportation, Standard Specifications”, latest revision, insofar as the same apply, which specifications are hereinafter referred to as the Standard Specifications, and in accordance with the following Special Provisions.

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Department of Public Works or Department of Transportation	To the Maintenance Division
Director of Public Works	To the Public Works Director
Superintendent	To the Pubic Works Superintendent, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory	To the designated Laboratory authorized by the City of Alameda to test materials and Work involved in the contract.
State	To the City of Alameda

Other terms appearing in the Standard Specifications, and these specifications, shall have the intent and meaning specified in Section I, Definition of Terms, of the Standard Specifications.

In case of conflict between the Standard Specifications and these Special Provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

19. QUANTITIES

The following preliminary estimate of the quantities of work to be done and materials to be furnished is approximate only, and the City of Alameda does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient to the Public Works Superintendent.

The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need. This award may be selected using Base Bid, Base Bid Plus Add Alternate 1, Base Bid Plus Add Alternate 2, or Base Bid Plus Add Alternate 1 and Add Alternate 2.

The City reserves the right to reject any, any portion, or all bids.

TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES AT ALL SITES REFELCT THE FOLLOWING TASKS:

Item	Quantity	Unit	Descriptions
1	1	Each	Tree Inventory (Street Trees and Trees Requiring Line Clearances)
2a	300	Each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 12"-18" Diameter
2b	400	Each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 18"-24" Diameter
2c	300	Each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 24"+ Diameter
2d	100	Each	Crew Rental Rates for Trees on Private Property
3a	75	Each	Tree Removal and Stump Grinding of Trees 6"-12" Diameter
3b	75	Each	Tree Removal and Stump Grinding of Trees 12"-18" Diameter
3c	75	Each	Tree Removal and Stump Grinding of Trees 18"-24" Diameter
3d	75	Each	Tree Removal and Stump Grinding of Trees 24"+ Diameter
4a	600	Each	Tree Pruning (Street Trees and Park Trees) of Trees 6"-12" Diameter
4b	2,000	Each	Tree Pruning (Street Trees and Park Trees) of Trees 12"-18" Diameter
4c	1,000	Each	Tree Pruning (Street Trees and Park Trees) of Trees 18"-24" Diameter
4d	600	Each	Tree Pruning (Street Trees and Park Trees) of Trees 24"+ Diameter
5	300	Each	Young Tree Pruning and Maintenance
6	200	Each	Planting, Stakes and Watering of 15-Gallon Nursery Trees (City Supplied)
7	40	Hour	Emergency Call Out
Add 1	250	Each	15-Gallon nursery stock tree of various species selected by the City in accordance with ANSI Z60.1-2004.
Add 2	250	Each	Additional weekly watering of Contractor planted trees for an additional six-month period (first three months included in Item 6 above.
	100	Each	Tree Skirting to meet sidewalk and/or street clearance
	700	Each	Service Line Clearance
	20	Each	Collect/Clean fallen branches 2" to 6"
	20	Each	Collect/Clean fallen branches 6" to 12"
	12	Each	Stumps grinding fixed rate

20. MAINTENANCE PROVISIONS AND SPECIFICATIONS

A. GENERAL PROVISIONS

1. The City of Alameda assumes no responsibility for loss or damage to equipment owned or operated by the Contractor, his agents, or employees.

2. The entire responsibility for any and all injury to the public, to individuals and to property resulting directly or indirectly from the performance of the work hereunder shall rest upon the Contractor who shall indemnify and hold the City free and harmless from and against any and all liability expense, claims, costs, suits and damages arising out of the negligence or work on the part of the Contractor to which the contract is awarded.

3. It is the intention of the City of Alameda to receive the highest quality of workmanship compatible with standard practices.

4. All work shall be performed by experienced personnel directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision as required to implement the work. The Contractor shall accompany the Public Works Supervisor or designated representative on an inspection tour as needed for evaluation of the work.

5. The Contractor shall be responsible for the skills, methods and actions of his employees and for all work done.

6. The Contractor's representative should be experienced and have an education in tree pruning.

7. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Public Works Supervisor or designated representative or shall appear to the Public Works Supervisor or designated representative to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the Public Works Supervisor or designated representative and such person shall not again be employed on the work.

8. The Contractor shall replace at his own expense, any lawn area or other plant material requiring replacement due to negligence on his part in improper maintenance. This requirement is not to be construed as requiring the Contractor to replace plants or entire lawns due to conditions totally beyond his control, but is to be considered strictly as a normal maintenance condition in accordance with accepted practice.

9. The Contractor shall perform the work herein provided to the satisfaction of the Public Works Supervisor or his designated representative. The Public Works Supervisor or designated representative will make inspections from time to time to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall be available for consultation as needed.

10. Any unsafe conditions in the parking strips or special areas shall be reported immediately to the Public Works Supervisor or designated representative.

11. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the Public Works Supervisor or designated representative.

12. The Contractor may not store equipment in, or have access to, any City storage facilities unless authorized by the Public Works Supervisor or designated representative.

13. It is the Contractor's responsibility to carefully inspect and survey the work site(s) in order to ascertain prior to proposal submittal the peculiar difficulties encountered due to the nature of the work site(s). No adjustments in payment or other contract provisions will be made due to failure on the part of the Contractor to inspect the site(s) and otherwise inform himself as to the peculiar characteristics of the work site(s).

14. A report summarizing work completed from assigned work list must be turned in weekly.

15. Contractor is responsible for notifying the City's residents one week prior to pruning via a door hanger provided by the City.

16. Contractor is responsible for notifying Alameda Power & Telecom's customers prior to entering any yard for the purpose of trimming trees in rear-easement areas as outlined below. Door hangers will be provided to the Contractor by Alameda Power & Telecom.

Step 1. Attempt to contact customer in person.

Step 2. Leave door hanger

(a) Door hanger to instruct customer to contact Contractor within three (3) working days for information or concerns.

(b) Door hanger to include "by what date" must the customer contact the Contractor

Step 3. After three (3) working days, crew is to attempt to contact customer before proceeding with work.

If the above three (3) steps are followed, customer is considered notified.

17. The Contractor shall provide an emergency phone number should tree pruning be necessary after normal working hours. The Contractor will be expected to respond immediately, by phone, when contacted by the City of Alameda and be present at the work site and begin work within three (3) hours. This is on a 24-hour, 7-day-per-week basis. This emergency response time will be strictly enforced.

18. The Public Works Supervisor shall have the authority to suspend the work wholly or in part for such period as he may deem necessary due to unsuitable weather. Such suspension shall not affect the contract price for such period.

B. SCOPE OF WORK

1. The work to be performed includes pruning City street trees in various locations within the City of Alameda, pruning trees within the City for Alameda Power & Telecom, and pruning City trees within the City of Alameda for the Recreation and Park Department.

2. The Contractor is responsible for providing all supervision, labor, material, equipment and transportation required.

3. The Contractor is responsible for obtaining an encroachment permit from Cal Trans for any work to be done on the State Highway.

21. OPERATIONAL DETAILS

A. All pruning activities for each and every pruning crews shall be done under the direct supervision of an Arborist certified by the Western Chapter of the International Society of Arboriculture (ISA), who shall be on site during all pruning activities. In addition, all Contractor's representatives shall be experienced and trained in tree pruning in accordance with all current ISA standards, and certified as required.

B. The Contractor shall comply with the provisions and amendments outlined in the United States Code, Migratory Bird Treaty Act of 1918, and be held solely responsible for any actions violating the Migratory Bird Treaty Act, Exhibit N.

C. If Contractor discovers that a bird nest is present, Contractor will notify the Public Works Supervisor or designated representative of its presence so the City can investigate and prescribe the appropriate action to be taken to ensure the safety of the nest.

D. The Contractor shall maintain the natural characteristics and appearance of each tree species. Pruning shall be done to encourage the overall structural strength of each tree. No tree shall be pollarded. No dominant leader of any tree shall be cut unless approved by the Certified Arborist. Trees greater than 12 inches (12") DBH, four feet (4') from ground, shall be pruned by working from the top down. Each branch shall be pruned individually. The branch shall be removed at its origin or by cutting it back to another lateral. All limbs one inch (1") in diameter, or over, shall be undercut to avoid splitting or tearing the bark. The first cut shall be made on the underside of the limb approximately one foot (1') from the trunk and sawing through one-third of the branch. The second cut shall be made on the top of the branch about three inches (3") in front of the bottom cut, sawing until the branch splits off at the parallel point of two the two cuts. The final cut should be just outside the branch bark ridge and collar. (See ISA pruning standards for detail.) Cuts shall not be made so large they will prevent normal sap flow.

E. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving unbraded cambium edge on all cuts. Such tools shall be kept clean and free from infectious materials.

F. All trees shall be pruned to remove dead wood, hazardous branches, weak, diseased, insect infested, broken, low or crossing limbs, suckers, water sprouts, and ivy. Branches with an extremely narrow angle of attachment shall be removed if smaller than six inch (6") cut. If larger than six inch (6") cut, use crown reduction pruning. Any structural weakness, decayed trunk or branches shall be reported to the Public Works Supervisor or designated representative prior to pruning. It is generally expected that 75% of all pruning cuts will be less than two inches (2") in diameter. Any pruning cut of the live wood over four inches (4") in diameter shall be approved by the Certified Arborist.

G. Pruning shall provide good visual sight distances for street traffic where applicable. Pruning shall provide for good visual distance at the intersections, clearance of traffic control signs, streetlights, and devices, as well as street name signs at intersections, by opening up the head and allowing for truck clearance. All trees shall be pruned to force new growth on the upwind side of the tree. The Contractor shall not remove more than 30% of the live healthy foliage of the tree with three exceptions. In pruning *Ceratonia Siliquas* (Carobs), *Pyrus Calleryana* Bradford (Bradford Pears), and *Myoporum Laetum* (Myoporums) throughout the City, Contractor shall remove no less than 50% and no more than 70% of the live healthy foliage of the tree.

H. All cut branches, three inches (3") in diameter or larger, shall be lowered to the ground by rope. Any damage to the tree or surrounding improvements caused by dropped limbs shall be repaired promptly at the Contractor's expense and to the satisfaction of the Public Works Supervisor or designated representative.

I. In order to prevent damage, climbing is discouraged in small trees, although limited climbing with the use of a ladder is allowed.

J. Climbing spurs are not permitted for tree pruning activities.

K. Unless otherwise indicated in these specifications, the Contractor shall comply with the International Society of Arboriculture pruning standards as shown in Appendix I following this section.

L. The Contractor shall provide for proper vehicle clearance at curb – both in height of lower branches and extension of branches into the trees. For trees twenty feet (20') or greater in height, height clearance shall be thirteen feet, six inches (13'6") from street level, measured at one foot six inches (1'6") from face of curb. Vehicular clearance for trees less than twenty feet (20') in height shall be provided according to the instruction of the Public Works Supervisor or designated representative.

M. City street trees on the State Highway must meet Caltrans height requirements as follows: A minimum height clearance of fifteen feet (15') from the pavement to the lower foliage of overhanging branches is necessary to provide for the passage of trucks. The size, shape, and maturity of the tree should be considered if trimming is necessary to maintain vertical clearances.

N. The Contractor shall allow adequate clearance for pedestrians to walk under the tree without concern for personal injury. Final head clearance shall be eight feet (8') and as balanced to curb side pruning as possible.

O. Trees with dense foliage surrounding streetlights should be opened to allow light to penetrate through the head. Clearance from traffic signals, traffic signs and stop signs shall provide adequate sight light distances to the signals or signs.

P. Where trees are in close proximity to high voltage overhead conductors, the offending tree shall be trimmed so as to maintain the following clearances: For house hookups, one foot (1'); for secondary lines, two feet (2'); for 2,400-72,000 volts, four feet (4'); for 72,000-110,000 volts, six feet (6'); for 110,000-300,000 volts, ten feet (10'). No clearance required for sheathed, grounded secondary conductors, except for branches that are in direct contact and exerting tension.

Q. Trees that encompass power poles with their foliage shall be cut back so as to maintain a two foot (2') minimum horizontal clearance of the entire circumference of the pole.

R. In addition to meeting tree workers' qualifications and because a percentage of the trees may be within ten feet (10') of energized conductors, employees and equipment working within the ten foot (10') proximity of energized conductors in excess of 750 volts shall be certified line-clearance tree trimmers using approved tools and equipment used in line clearing pruning and removals. Proof of an employee-training program and dielectric test on equipment and tools is required whenever Contractor is working within ten feet (10') of high power lines.

S. If Contractor is called upon to remove material from an infected tree which has the fungus, Phytophthora species Ramorum, Contractor will comply with the California Code of Regulations, Section 3700 (a), (b) and (c), Oak Mortality Disease Control, in their disposal.

T. If Contractor is called upon to remove material from an infected tree which has or had Dutch Elm Disease, Red Gum Lerp Psyllid infestation, Pitch Canker Disease, or similar conditions, Contractor will comply with Department of Agriculture conditions of disposal.

U. When grinding the existing stump from a removal, the Contractor will grind down to a depth of two feet (2'). Care should be taken to prevent damage to existing sidewalk and curb.

V. Contractor shall remove all leaves, twigs, limbs and other debris resulting from trimming and/or removal operations and upon the completion of each portion of work.

W. Contractor will dispose of all tree trimmings and tree removal debris at the Alameda County Industries transfer station located at 610 Aladdin Avenue, CA 94577, at the current rate of \$40.00 per ton. Hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Contractor shall provide proof of proper disposal of wood chips. Debris resulting from Line Clearing work shall be sorted as chips and wood, and shall be removed from the work site daily.

X. If it is necessary for a Contractor to close a street for tree trimming or tree removal purposes, it will be the Contractor's responsibility to contact the Alameda Police Department (337-8340) and Alameda County Industries (483-1400) regarding the location and duration of the closure.

Y. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the Public Works Supervisor or designated representative to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangement relative to keeping the work area clear of parked vehicles.

The provisions in Section 7-1.08 of the Standard Specifications regarding State-furnished signs are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his property after the completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lighting and Devices for Use in the Performance of Work Upon Highways," and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations.

Flagmen, if necessary, shall be properly equipped and trained in accordance with "Instruction to Flagmen," published by the California Department of Transportation. Section 12-2.02 is revised to provide that all flagmen shall be furnished by the Contractor at his expense.

Whenever vehicle or equipment is parked on the shoulder within six feet (6') of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators, placed on a taper in advance of the parked vehicle or equipment and along the edge of the pavement at 25-foot intervals to a point no less than twenty-five feet (25') past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Public Works Supervisor or designated representative.

All activity occurring along the State Highway shall comply with Caltrans requirements.

The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic. A typical traffic control plan identifying the size and location of such facilities shall be submitted to the Public Works Supervisor for approval prior to tree pruning and/or tree

removal activities. Any work being performed without proper signing in place shall be stopped until the unsatisfactory condition is corrected.

Unless otherwise provided, no additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work.

The provisions of this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provision in Section 7-1.09, "Public Safety," of the Standard Specifications.

Z. Charges for tree pruning will be on a per tree by DBH basis. DBH is to be measured four feet (4') from ground. Charges for partial tree trimming or other special requests may be on a time and material basis as determined by the Public Works Supervisor.

22. CITY PERMITS

The Contractor shall procure all permits and licenses, including City of Alameda business license, and pay the necessary fees. Payment to the Contractor for permits shall be the actual cost of the permit. The cost of the City of Alameda business license is not refundable and no reimbursement will be made for this pay item. Each Subcontractor must have a current City of Alameda business license.

EXHIBIT B
BID PROPOSAL

EXHIBIT B

BID PROPOSAL

Request for Bid

Proposal to the COUNCIL of the
CITY OF ALAMEDA:

Filed:

Urban Forest Maintenance Services
Alameda, California
(Citywide)

The undersigned declares that he has carefully examined the location of the proposed work and the Bid, Solicitation therefore, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Bid Solicitation for the unit prices set forth in the following schedule:

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	1 each	Tree Inventory (Street Trees and Trees Requiring Line Clearances		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
2a.	300 each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 12"-18" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
2b.	400 each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 18"- 24" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
2c.	300 each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 24"+ Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
2d.	100 each	Crew Rental Rates for Trees on Private Property		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
3a.	75 each	Tree Removal and Stump Grinding of Trees 6"- 12" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
3b.	75 each	Tree Removal and Stump Grinding of Trees 12"- 18" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
3c.	75 each	Tree Removal and Stump Grinding of Trees 18"- 24" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
3d.	75 each	Tree Removal and Stump Grinding of Trees 24"+ Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
4a.	600 each	Tree Pruning (Street Trees and Park Trees) of Trees 6" – 12" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
4b.	2,000 each	Tree Pruning (Street Trees and Park Trees) of Trees 12" – 18" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
4c.	1,000 each	Tree Pruning (Street Trees and Park Trees) of Trees 18" – 24" Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
4d.	600 each	Tree Pruning (Street Trees and Park Trees) of Trees 24"+ Diameter		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
5.	300 each	Young Tree Pruning and Maintenance		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

6.	200 each	Planting Stakes and Watering of 15-Gallon Nursery Trees (City Supplied)		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

7.	40 hour	Emergency Call Out		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

TOTAL BASE BID \$ _____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
----------	----------------------	---	------------	-------------

ADD ALTERNATE #1

	250 each	15-Gallon Nursery Stock Tree of Various Species selected by the City in accordance with ANSI Z60.1-2004		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

TOTAL ADD ALTERNATE #1 \$ _____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
ADD ALTERNATE #2				
	250 each	Additional Weekly Watering of Contractor Planted Trees for an additional six-month period (first three months included in Item 6 above).		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
	100 each	Tree Skirting to meet sidewalk and/or street clearance		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
	700 each	Service Line Clearance		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
	20 each	Collect/Clean Fallen Branches 2" to 6"		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		
	20 each	Collect/Clean Fallen Branches 6" to 12"		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
	12 each	Stumps Grinding Fixed Rate		
		@ _____	\$ _____	\$ _____
		_____	\$ _____	\$ _____
		Each		

TOTAL ADD ALTERNATE #2 \$ _____

TOTAL BASE BID \$ _____

TOTAL BASE BID + ADD ALT. 1 \$ _____

TOTAL BASE BID + ADD ALT. 2 \$ _____

TOTAL BASE BID + ADD ALT. 1 + ADD ALT. 2 \$ _____

Amount of Time Required to Commence Work After Receipt of Notice to Proceed: 5 Working Days

Note: The City may suspend the Agreement for a period of time not to exceed 120 days and require the Service provider to hold its bid prices listed in its proposal form during that suspension time period.

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address _____

Zip Code _____

Dated: _____

Phone _____

Name	Title	Address
(Of Officers or Partners)		

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

(This form may be duplicated if necessary to list additional subcontractors)

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certified that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

-

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
 - (a) An individual doing business under his own name, sign his own name only.
 - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
 - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

EXHIBIT C

STANDARD SERVICE PROVIDER AGREEMENT

EXHIBIT C

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 1st day of July, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Urban Forest Maintenance Services (Citywide). City staff issued a Request for Bids (RFB) on March 28, 2017 and after a submittal period of 21 days received NUMBER of timely submitted proposals. Staff reviewed the proposals and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for: Urban Forest Maintenance Services (Citywide), upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 1st day of July, 2017, and shall terminate on the 30th day of June, 2017, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement or the compensation may be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A

is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the bid set forth in Exhibit A. Extra work must be approved by the Public Works Director.

b. The total compensation for the work under this Agreement is not to exceed \$ _____.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions,

officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

Jesse Barajas, Public Works Project Manager II
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Phone: (510) 747-7900/Fax: (510) 769-6030

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]
[Department]
[Address]

[City, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing

party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

Notwithstanding anything else to the contrary stated in the Information for Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear

interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied

covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
(A California corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney

Janet Kern
City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or SERVICE PROVIDERS FORM B

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:
City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558



(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SAMPLE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is an Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: _____ (Authorized Representative)
Named Insured:	

SCHEDULE

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Page 1 of 1

EXHIBIT "A"

THIS EXHIBIT WILL BE THE BID PACKET SHOWING EACH ITEM BID UPON AND THE FINAL ESTIMATE FOR THE ENTIRE PROJECT THAT THE SERVICE PROVIDER FILLS OUT WHEN HE/SHE ENTERS A BID. THIS IS GOTTEN FROM THE SPECIFICATIONS, USUALLY SECTION XIV - BIDDERS PROPOSAL.