

**DRAFT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND WEST
COAST ARBORISTS, INC. FOR STREET TREE MAINTENANCE SERVICES**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation of the State of California ("CITY"), and WEST COAST ARBORISTS, INC. ("CONTRACTOR"), a corporation.

WHEREAS, CITY advertised a Invitation for Bids (IFB) on 01/08/2024; and

WHEREAS, CITY accepted CONTRACTOR's bid submitted on 02/07/2024; and

WHEREAS, CITY desires to secure services necessary for street tree maintenance; and

WHEREAS, CONTRACTOR represents that it, and its sub-contractors, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Scope of Work." To accomplish that end, CONTRACTOR agrees to assign Victor Gonzalez to this project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Contract Term

The term of this Agreement shall be one year from the date of execution, unless otherwise terminated. Agreement may be renewed for an additional one-year period at the sole option of the City.

3. Compensation

CITY agrees to pay CONTRACTOR at the rate of One Hundred Forty-Eight and No/100 Dollars (\$148.00) per street tree structurally pruned as set forth in Exhibit "B". In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of One Million One Hundred Ninety Thousand and No/100 Dollars (\$1,190,000.00), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outlined in Exhibit "B".

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit

4. No Assignment of Agreement

CONTRACTOR shall bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations regarding its skills and knowledge. CONTRACTOR shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

7. Responsibility of CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. Right of CITY to Inspect Records of CONTRACTOR

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to CONTRACTOR or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

9. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

10. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONTRACTOR may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONTRACTOR shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

11. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

12. Insurance Requirements

The City requires that CONTRACTOR maintain insurance requirements on the Pacific Insurance Network System (PINS). CONTRACTOR shall procure and maintain, at its own expense during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

13. Wage Rates

Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the California Department of Industrial Relations website at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

14. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

17. Termination of Agreement

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written

- notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

18. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract CONTRACTORS are listed in the project work plan.

19. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

20. Changes

CITY or CONTRACTOR may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONTRACTOR, shall be incorporated in amendments to this Agreement.

21. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

22. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

23. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

24. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties (wet or electronic signature).

25. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

26. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

WEST COAST ARBORISTS, INC.
("CONTRACTOR")

By _____
City Manager

By _____

Name/Title

APPROVED AS TO FORM:

By _____
City Attorney

By _____

Name/Title

ATTEST:

By _____
City Clerk

EXHIBIT "A" **SCOPE OF WORK**

A. Scope of Work

Contractor shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide tree pruning as required by the City in a thorough and professional manner and complete all work in a timely manner that will meet the City's requirements.

B. Detailed Contractor Specifications

The primary purpose of this contract is for the contractor to:

1. Prune street trees in accordance with the Groups specified on the Bid Form. City street trees can range from 20 feet to 75 feet in height, with the average being 47.5 feet; the Diameter at Breast Height (DBH) average is 15 inches. All trees on a block greater than three (3) inches in diameter at DBH are to be structurally pruned according to the most current International Society of Arboriculture (ISA) tree pruning standards [ANSI A300 Part 1]. Young trees with a trunk diameter of three (3) inches or less are excluded unless directed by the City Arborist. In addition to pruning of trees, tree removals and stump removals shall be required as directed. City Arborist will identify work requirements within the funding appropriated annually for the duration of the contract agreement with the primary work directed to structural tree pruning.

The contractor shall maintain at no additional cost the history of all tree work performed in the City's TreeKeeper™ electronic street tree inventory database. Data entry requirements include but not limited to the following:

- Site Record Update – DBH and Height for each tree site worked
 - Caller Record – Add: Name, Address, Phone, Email, Reason, Date, Call Receiver, Comment
 - Work Record – Add: Project number, Work Type, Priority, Status, Crew ID, Comment
2. Have a sufficient inventory of equipment so as to be able to perform the scope of work described in this Invitation for Bid.
 3. Possess the capability of processing the quantities of green waste and refuse that are generated from performing the work described herein in a manner compliant with the requirements of the State's legislation, AB 939.
 4. Have an adequate number of full-time permanently employed personnel that are fully trained in urban forestry best management practices in order to successfully complete all work specified as part of this contract work.
 5. Have one ISA Certified Arborist or one ISA Certified Treeworker per site work crew at all times during this project.

C. Equipment Requirements

1. All aerial lift equipment shall comply with ANSI A92.2 - Vehicle-Mounted Elevating and Rotating Aerial Devices as required by FED OSHA and CAL OSHA. All aerial lift operators shall be certified compliant with FED OSHA 29 CFR 1926.453.
2. All aerial equipment shall be OSHA certified and comply with California Highway Patrol Commercial Vehicle requirements. All OSHA certifications shall be current. Furnish to the City most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project.

D. Contractor Qualifications

1. Contractor must have been in the business of providing urban forestry/pruning services or landscape contracting services that includes, but is not limited to the structural tree pruning, tree and stump removal and replacement of trees for at least three (3) years and provide three (3) references with contact information for the main agency manager of prior contracts of size, capacity and general scope of this specifications.
2. Contractor may be required to show, through documentation by records of past performance and references, the capacity to perform the specified work.

E. Staff Requirements

Furnish a list of all persons and their titles and certifications that will be performing the work outlined in the contract. Personnel must be qualified and trained in the tree maintenance industry. The on-site Supervisor shall be an ISA Certified Arborist. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by a supervisor who can receive and carry out instructions given by proper authorities and provide effective and timely communication to the public.

1. Project Supervision

The contractor shall identify an ISA Certified Arborist who has at least 5 years' experience in the field of urban forest management that will serve as the Project Supervisor and be responsible for providing project management throughout the life of the contract. This person will have the authority to represent the contractor and liaise with the Urban Landscape Manager or the City's representative. All staff shall be employed and directly supervised by the contractor.

2. **Compliance with SB 198** - Contractor shall furnish a copy of its current Safety Manual as well as a written description of the contractor's safety training program that complies with SB 198 requirements for injury and illness prevention.

F. Contract Requirements

1. **Examination of Site** – The Contractor shall be responsible for examining the job site and comparing it with all specifications and contract documents and for having satisfied himself as to the conditions under which the work is to be performed before entering into this contract. Further, no allowance shall subsequently be made on

- behalf of the Contractor on account of an error, negligence or failure to acquaint itself with the conditions of the job site or of the streets or roads approaching each site.
2. **Quantities** –The tree quantities for this contract will include approximately 8,040 total, in five (5) pre-determined areas of Sunnyvale. The City does not guarantee that the actual amount of work will correspond to the work described in these specifications but reserves the right to increase or decrease the amount of any class or portion of the work or to omit items or portion of the work that may be deemed necessary by the Superintendent of Parks.
 3. **Solid Waste Management Requirements** – The Contractor shall be required to manage all solid waste, wood waste and green waste generated under this contract work. The City of Sunnyvale is required to report to the State of California solid and wood/green waste recycling and diversion from landfill. All wood or green waste SHALL NOT be permitted to be landfilled. All wood/green waste must be recycled or reused consistent with the City of Sunnyvale’s Solid Waste Source Reduction and Recycling Element (SRRE) and Zero Waste Strategic Plan. Specifically, this means the material must be delivered to a processor to compost the material or, if it is woody material, shredded and used as wood chips. The Contractor shall be required to report monthly to the City of Sunnyvale Solid Waste Programs Division Manager the tonnage and final destination of all wood/green waste disposals. SMaRT Station green waste charges can be found on the City of Sunnyvale website. The Contractor is encouraged to find alternative uses for larger wood (i.e., tree trunks) such as wood mills. The City will inform the contractor when wood waste may be deposited on public property for use as mulch by the City.
 4. **Notification and Relations with Property Owners**
 - a. **Notification** – Contractor shall notify all affected residents by hanging an approved completed door tag on the doors of the affected homes at least forty-eight (48) hours in advance of all work being done on their frontage to arrange for removal of vehicles from the work area. Additionally, “No Parking” signs shall be posted on the street at least forty-eight (48) hours in advance using contractor furnished barricades with the “No Parking” affixed to the barricade facing outward to the street. “No Parking” signs shall indicate the date(s) and time the no parking restrictions are in affect. “No Parking” signs may not be reused. Property owners shall be provided access to their property over both walkways and driveways at all times. All costs involved in providing access shall be included in the amount bid for the various bid items, and no additional compensation will be allowed. Door tags and “No Parking” signs shall be approved by the City Arborist and furnished by the Contractor.
 - b. **Complaints** – Contractor shall strive to quickly resolve all complaints from residents. If objection to the pruning occurs while work is in progress, Contractor shall immediately stop work on tree or trees in question and attempt to amicably resolve the dispute with the resident. If Contractor cannot promptly resolve the complaint, Contractor shall immediately notify the Urban Landscape Manager or City Arborist. The Urban Landscape Manager or the City Arborist shall determine if the Contractor may resume work on other trees while the City resolves the complaint or if the Contractor shall delay pruning until the complaint is resolved by the City. Further, the City shall not be liable to Contractor for any additional delay caused by the need to resolve any such dispute. If Contractor is allowed to continue work on other trees while City resolves a complaint, Contractor shall

return to complete work on trees that generated the complaint and at no additional cost to the City.

5. **Protection of Property** – Contractor shall maintain the work site in as clean and debris-free condition as is feasible. Contractor shall not pile debris or equipment, or otherwise trespass on private property, unless he has obtained specific permission from the property owner. Contractor shall take reasonable precautions to cause the least possible damage to existing improvements and landscaping in the work area on both public and private property. All private property damage caused by the Contractor shall be paid for or otherwise resolved by the Contractor and/ or their Insurance provider.

6. **Disposal and Cleanup**
 - a. At the end of each day or any time tree pruning is suspended at a given location, Contractor shall remove all equipment, debris, or any other obstructions from the roadway and public right-of-way to assure the roadway is open and clear for use by public traffic.

 - b. All tree trimming and debris resulting from tree care work shall be promptly removed from the work site and properly disposed of at Contractor's expense. The City will inform the Contractor if and when wood waste may be left on site or deposited off-site on public property at no cost to the City and by mutual agreement.

 - c. Contractor shall observe the following wood disposal policy of the City. Usable wood shall be cut into lengths manageable by one person except when tree trunk diameters make it impractical to do so. Contractor shall not leave cut wood unless the property owner or owners have specifically requested it.
 1. Owner of property on which a tree is growing shall have first choice over any usable wood collected from such trees.
 2. Any City resident who requests usable wood at time of cutting shall have the second choice of such wood.
 3. Contractor is encouraged to recycle larger tree wood by having such wood milled into lumber wherever possible. Such recycle reuse shall be reported to the City of Sunnyvale Solid Waste Program Manager for reporting to the State of California.

 - d. Upon completion of tree pruning or other tree care work, the area shall be cleaned to a condition at least equal to or better than existed when work was started. All debris generated by the by the Contractor's work shall be removed from the site. Undergrowth and adjacent shrubbery or trees sustaining broken branches or other injury resulting from this operation shall receive corrective treatment. At the direction of the City Arborist corrective treatment shall include complete replacement of damaged lawns, shrubbery, irrigation components, hardscape elements as deemed necessary to make whole the adjacent property owner.

 - e. All costs for disposal and cleanup shall be included in bid pricing, and no additional special compensation will be allowed.

7. **Dust and Noise Control** –Contractor shall provide reasonable efforts to minimize the amount of dust generated by their activities. No separate payment will be made for

any work performed or material used to control dust caused by Contractor's performance of the work, either inside or outside the right of way. All costs for dust control shall be included in bid pricing, and no additional special compensation will be allowed. Contractor will not operate equipment before 8 am or after 5 pm except by authorization from the City. Equipment shall be operated in a manner which will minimize offensive noise and in accordance with Sunnyvale Municipal coded 19.42.030 "Noise and sound level". When tree trimmings have been chipped, chipper shall be moved as close as practical to the next tree or trees to be pruned. Chippers shall not be operated in one location for extended periods of time. All leaf blowers operated in or adjacent to a residential area shall operate at or below a noise level of sixty-five dBA at a distance of fifty feet as determined by a test conducted by the American National Standards Institute or an equivalent. The dBA rating shall be prominently displayed on the leaf blower. {Ord.2623-99}.

8. **Equipment** – All tools shall be clean, sharp and in proper working order and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition at all times, well maintained, and operated in compliance with all applicable laws and regulations.
9. **Public Convenience and Safety** – Contractor shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. All vehicular and bicycle traffic shall be permitted to pass through the work area. Contractor shall furnish, erect and maintain sufficient warning and directional signs as well as barricades and lights and shall furnish sufficient flagmen to give adequate warning to the public at any time dangerous conditions exist due to tree work. Contractor shall obtain approval from the City Traffic Engineer for any detours required in connection with the work. All pedestrians shall be rerouted to sidewalks on the other side of the street at intersections on both ends of any block or section that the Contractor is working.

In general, for minor streets, at least one traffic lane shall be maintained open in each direction. However, if only one lane is open, a flagman must be present. For major streets, proposed traffic control shall be approved by the City Traffic Engineer before the work is started. However, in general, at least one traffic lane in each direction shall be kept open; and the moving lanes shall not be closed during the morning and evening peak traffic periods. Contractor is alerted to the high volumes of traffic on some streets, which are part of this contract. Contractor shall perform all work in compliance with these specifications, OSHA requirements, State of California Code of Regulations, Title 8, Section 1598 *Traffic Control for Public Streets and Highways*, and the California Manual on Uniform Traffic Control Devices for Streets and Highways as published by the California State Dept. of Transportation [CalTrans].

Lane Closures

Except for emergencies or unless otherwise specified and approved by the City, no lane closure will be permitted in any part of the major commute streets during commute hours:

Major commute streets are:

North/South Streets
Mathilda Avenue

Sunnyvale-Saratoga Road
Wolfe Road
Fair Oaks Avenue
Mary Avenue
Remington Drive (between Sunnyvale-Saratoga and El Camino Real)
East/West Streets
Homestead Road
Duane Avenue
Fremont Avenue
Arques Avenue
Maude Avenue

Commute hours are defined as:

“Northbound” Between 6:00 a.m. and 10:30 a.m.

“Southbound” Between 3:30 p.m. and 7:30 p.m.

“Eastbound” Between 6:00 a.m. and 9:30 a.m.

“Westbound” Between 3:30 p.m. and 7:30 p.m.

Additional lane closure restrictions may be imposed if there is evidence that excessive inconvenience to the public is observed during construction/maintenance operations.

The lane closure(s) must be limited in duration and area as practical. Times and dates of closure must be stated on the TTC. Refer to the attached Sunnyvale Standard Operating Procedure (SOP) for typical lane closure.

All traffic control costs shall be included in bid pricing, and no additional special compensation will be allowed.

10. **Existing Utilities** – It is the Contractor’s responsibility to verify the location of all existing utilities, including P.G. & E., P.T.&T., California Water Service, Tele-Communications (cable television), and Air Products (nitrogen gas line). Contractor shall coordinate the work with the respective utility companies. Contractor is required to call Underground Service Alert (USA Center at (800) 642-2444, forty-eight (48) hours in advance of any excavation activity, so that all existing underground facilities can be located and marked.
11. **Water** – All costs and expenses for water used on the project shall be included in the applicable items on the Bid Pages, and no extra compensation shall be paid to the Contractor for water. Purchase of potable water from the City of Sunnyvale may be made by obtaining a Hydrant Permit from the One Stop Permit Counter (City Hall), 456 West Olive Avenue.
12. **Coordination of Work** – Contractor shall coordinate all tree care work. The contractor’s project supervisor shall provide the City’s representative a schedule of the assigned work on a monthly and daily basis. Contractor shall establish a uniform time schedule for the performance of routine tree work and shall ensure compliance with specified hours of work or special tree care requirements included in these specifications. Following contract award, the Urban Landscape Manager, Landscape Supervisor, or his designee, shall schedule a pre-work conference with the following in attendance:

- a. City Traffic Engineer or his designee
- b. Contractor's Representative
- c. City Arborist
- d. City Urban Landscape Manager

All cost of coordinating work with utility companies, other contractors, and City crews shall be included in bid pricing; and no additional special compensation will be allowed.

13. **Inspections** – The City reserves the right to inspect the work at any time throughout the term of the contract.
14. **Authority** – The Urban Landscape Manager or the City Arborist shall decide any and all questions about the quality or acceptability of work performed. This includes questions about specification interpretation and Contractor's fulfillment of contract requirements.
15. **Deviations** – Deviations from these specifications, if required by unforeseen events, will be mutually determined in all cases by the Urban Landscapes Manager or City Arborist and Contractor.
16. **Suspension of Contract** – If, in the opinion of the Parks Superintendent, Urban Landscape Manager, or City Arborist, the contractor has failed to supply an adequate workforce or equipment or has failed to execute the work with due diligence as required under the terms of the contract, written notice shall be provided to Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with the contract, within the time specified, the Parks Superintendent, Urban Landscapes Manager or City Arborist shall have the authority to suspend the operation of Contractor and commence termination of the contract.
17. **Work Hours** – Contractor shall limit its hours of work to Monday through Friday, between the hours of 8:00 AM and 5:00 PM. Work beyond these hours shall require written approval by the Superintendent of Parks.
18. **Quality of Work** – Work performed by Contractor must meet the professional standards as specified herein. Work not performed of these standards shall be remedied at no additional cost to the City, subject to the approval of the Urban Landscape Manager, or the City Arborist. Any work performed outside requirements of these specifications, or any extra work done without written authority from the City will be considered unauthorized and not eligible for remuneration. Upon Contractor's failure to comply with specifications or City directives, the City reserves the right to remedy the unsatisfactory work by using City employees or those of another contractor and to deduct the cost thereof from any monies due, or to become due the Contractor.
19. **Weekly Progress Reports** – An accurate and current record of all tree care work shall be logged daily and submitted each Monday to the Urban Landscape Manager, or City Arborist. Work records shall include date, address, type of tree care performed, species, and any other pertinent information or unusual conditions. This requirement does not supersede the electronic data entry requirements to the City's street tree inventory management database, TreeKeeper™.

20. **Superintendence** – Contractor must provide for adequate supervision of its employees and inspection of all work performed to insure that each requirement of these specifications is consistently met. A fully qualified Project Supervisor representing Contractor shall be readily available to meet with the Parks Superintendent, Urban Landscape Manager or City Arborist, as needed, for the purpose of correcting problems, resolving conflicts and complaints, reviewing work schedules, and complying with personnel and equipment requirements. Contractor shall have an identified Crew Leader for each crew working in the City on any given day that shall be present at all times with their crew and be readily available to meet with a City representative as needed.
 21. **Final Acceptance** – As an ongoing annual contract tree maintenance work shall be continuous thorough out the contract. For purposes of this contract the work for each monthly billing period shall be inspected and approved by the City Arborist. This shall constitute final acceptance.
 22. **Deficiencies and Discrepancies** – Where deficiencies or discrepancies are identified that has to be remedied within thirty (30) days of discovery. Such deficiencies and/or discrepancies shall be withheld from payment until rectified to the satisfaction of the City Arborist.
- G. Progression of Work** – Street trees shall be pruned in whole blocks. The locations of street trees to be pruned are broken down into several geographic areas of the City and are listed by street address. The trees to be pruned are generally in front of the address listed on the primary street although they may be listed on a side street address. A standard municipal street map will specify general boundaries of the areas of work. The City Arborist shall at the beginning of the contract furnish a listing of streets and sites for the grid area, see Exhibit “D”. Trees will be grouped contiguously, and each group shall have a range of approximately 1,500 to 1,600 trees. The City Arborist shall direct all pruning and progression of work.
- H. Singles Pruning** – As required, single trees may be required to be structurally pruned out of the grid block pruning sequence. Such single tree shall be pruned on a separate singles pricing schedule according to size i.e. height of the tree, For pricing purposes there shall be three sizes: Medium – trees less than forty feet in height, Large - trees forty to 65 feet in height and Very Large – trees greater than 65 feet in height.
- I. Street Tree Inventory Management** – The City of Sunnyvale maintains street tree inventory data using TreeKeeper™, maintained by Davey Resource Group. The contractor shall have access to the database to perform all data entries required to record all work activities associated with all work performed under this contract agreement. TreeKeeper™ is a web-based data record keeping system that is accessible via internet access. Contractor shall supply computer(s) and ISP to have access to TreeKeeper™. All data entered into TreeKeeper™ by the contractor shall be owned and the property of the City of Sunnyvale. The contractor shall update the City’s tree inventory at no additional cost to the City. All work performed by the contractor shall be recorded conforming to the existing tree inventory database and include but not be limited to the following data fields:
1. Site Records
 - Canopy height
 - Canopy spread
 - Species
 - DBH

2. Work Records
 - Project number
 - Work Type; prune, remove, plant, stump, etc.
 - Priority: Urgent, Non-routine, Routine
 - Status: Complete, Scheduled, Requested
 - Date
 - Crew ID
 - Comments
3. Call Records
 - Caller: Name, Address, Phone, Classification
 - Call Reason
 - Date
 - Call Receiver
 - Priority: Urgent, Non-routine, Routine

J. Pruning Standards - Pruning standards for trees listed shall be in accordance with the most current American National Standards Institute Tree Maintenance Standard [ANSI] A300 (Part 1) (Pruning) and the International Society of Arboriculture [ISA] Best Mgmt. Practices Series – *Tree Pruning*.

The objectives for pruning in this specification include:

- Direct tree growth to improve structural integrity and strength of the tree, improve and enhance central leader and scaffold development.
- Reduce risk from tree failures i.e. branch or branches, tree trunks, whole trees, dead branches/trees
- Improve tree health and vigor i.e. provide foliage throughout the tree canopy
- Provide required vertical clearance i.e. 14 feet over street minimum; 8 feet over sidewalks minimum [exception for young and small statured trees – consult with City Arborist for requirements].
- Provide required horizontal clearance for traffic control systems i.e. stop signs, traffic signals, streetlights, site clearance at uncontrolled intersections
- Direct tree growth to produce maximum foliage canopy for species for optimal environmental benefit.

Crown reduction and thinning will be the requirement for the majority of trees in this contract. Work shall also include the repairs and/or replacement of existing improvements affected by the work to their original condition and the necessary “cleanup” to restore the work site(s) to a satisfactory condition. All work shall be done in compliance with the standards, objectives and practices as described in section M (Pruning Requirements).

K. Pruning Requirements

1. **Safety Standards:**

- a. American National Standard Institute publication ANSI Z133.1 ‘*Safety Requirements for Arboricultural Operations*’, hereinafter referred to as “ANSI-Z133.1-”, incorporated by this reference, shall be made a part of and included in the specifications as the safety requirements. In addition to meeting qualified tree worker’s qualifications, all employees and equipment working within ten-foot

proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers. Contractor shall adhere strictly to all FED and CAL OSHA safety requirements.

2. **General Tree Maintenance Standards** – The general ISA pruning guidelines shall be followed during all types of pruning assignments.

a. **References** – The following references shall be included as authoritative references; and unless explicitly addressed in these specifications, pruning techniques shall be consistent with these references:

- *Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines*, 4th Edition, R.W. Harris, James R. Clark, Nelda Matheny, 2004.
- *ANSI A300. Standard Practices for Tree, Shrub and Other Woody Plant Maintenance*, (all Parts) American National Standards Institute, Washington D.C., (most current editions)
- *Best Mgmt. Practices Series – Tree Pruning*, International Society of Arboriculture, Champaign, IL.,(most current editions)
- *An Illustrated Guide to Pruning*, 3rd Edition, E. F. Gilman, Delmar, Albany, NY, 2011

b. **General Pruning Objectives** – The primary objective of street tree pruning in the City of Sunnyvale is structural integrity and public safety. Where identifiable, tree hazards are mitigated to reduce risk to the public. Following are the primary objectives of pruning trees.

i. **Structural Pruning** – The removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems. Structural pruning is the primary purpose and function of this contract. Depending on the size and maturity of the specific tree trees are pruned differently. Following are pruning strategies for various ages of trees:

Young Trees

- Establish strong structure by developing and maintaining one dominant trunk
- Shorten aggressive low branches [do not eliminate them]
- Space main branches long the trunk by shortening others [manage competition, i.e. favor permanent branch(es)]
- Eliminate touching branches

Medium-Aged Trees

- Cut girdling roots and other roots circling close to the trunk
- Maintain or establish one dominant trunk by reducing length of others
- Shorten branches below lowest permanent limb
- Shorten aggressive low branches that will be in the way later
- Prevent stems on low branches from growing up into the permanent canopy
- Space main branches 18 to 36 inches apart by shortening others
- Reduce length of over-extended branches
- Remove dead branches
- Thin edge of canopy
- Eliminate touching branches

Mature Trees

- Remove dead branches
 - Minimize potential hazards by reducing length of over-extended limbs
 - Thin branches from the edge of the canopy to reduce wind resistance
 - Remove as little live tissue as possible to accomplish objectives
- ii. **Crown Cleaning** – The removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches from a tree’s crown. Crown cleaning shall be performed on all City trees specified. This procedure is specifically intended to remove hazardous or potentially hazardous limbs. It is not intended as thinning or “opening up” a tree’s canopy. ‘Topping’ and ‘Lion Tailing’ are unacceptable practices and shall not be allowed.
- iii. **Crown Raising** – The raising of lower branches of a tree to provide clearance for vehicles, pedestrians, signage or traffic signals. All trees shall be evaluated for crown raising. This is one of the primary functions of City tree pruning. The ideal canopy shall allow for a least ½ of the tree’s foliage in the lower 2/3 of the tree’s height as measured from the soil line to the top of the tree’s canopy. The standard in Sunnyvale is to allow a minimum street clearance of fourteen (14) feet. This is measured from the street gutter at the curb-line to crown of the tree and sidewalk clearance of eight (8) feet measured from the sidewalk surface. For trees less than 30 feet tall, temporary scaffold branches below the 14-foot or 7-foot height standard shall remain on the tree--especially in areas where such removal either puts less than ½ the foliage in the lower 2/3 of the tree or removes more than 25% of the leaf area or both. Such branches can be headed back to provide vehicular or pedestrian clearance, as necessary.
- iv. **Crown Thinning** – Selective removal of branches to increase light penetration and air movement through the tree and reduce the overall weight of scaffold branches. Thinning shall remove entire primary, secondary or tertiary lateral branches back to their points of origin. Crown thinning shall be limited to weight reduction--especially for Pistacia chinensis and Liquidambar styraciflua street trees. City maintained trees **shall not** be thinned to expose the scaffold branches. “Lion Tailing,” or the stripping of interior foliage, is not permitted. Interior foliage shall remain in the tree but may be headed back to reduce total branch weight, as necessary.
- v. **Crown Reduction** – Thin out or head back branches of a tree to reduce the tree’s size in either height or spread or both. All Liquidambar trees shall be considered for crown reduction pruning--especially very large trees (greater than 30 feet) where co-dominant laterals have not been reduced. Long scaffold branches with little taper and excessive end weight shall be reduced in length. Larger Pistacia chinensis, Magnolia grandiflora, Quercus ilex, Fraxinus velutina and Fraxinus uhdei trees shall be considered for crown reduction if they extend over residential structures. Severe crown reduction that requires removal of very large limbs, i.e. greater than 6 inches in diameter, shall require written authorization by the City Arborist.

c. **General Pruning Requirements**

- i. **Reasons for Pruning** – All pruning of all trees shall be done for a specific reason. Pruning shall include Crown Cleaning for all trees, Crown Raising for all trees to meet the clearance standards, and Crown Reduction for those species where branch length and weight present a potential structural problem for a specific tree. Crown Thinning will generally be required on most trees as a function of the structural pruning process; crown thinning shall not be done just for the sake of removing bulk foliar tissue from the tree. Aesthetic or sculptural pruning shall not be performed on any tree except as specifically directed by the City Arborist.
- ii. **Precut / undercut** – All limbs one inch in diameter (size of quarter) or larger shall be precut on the underside of the limb to prevent splitting or ripping of bark. The final cut shall be from the top and distal to the undercut.
- iii. **Rope Lowering of Limbs** – All branches that cannot be dropped safely or controlled by hand shall be lowered to the ground by using a proper rope procedure. All limbs which may damage structures, utilities, or landscaping beneath tree shall be safely lowered by rope.
- iv. **Painting / Wound Dressing** – Pruning cuts shall not be coated with paint or wound dressing compound.
- v. **Final Pruning Cuts** – Final pruning cuts shall be made without leaving a stub and in a manner to favor the earliest possible covering of the wound by callus growth. This requires that the wound be as small as practicable, that the cut be just outside the branch-bark ridge, and that the cambial tissue at the edge of the cut is alive and healthy. Extremely flush cuts, which produce large wounds and weaken the tree at the cut, shall be avoided.

d. **Tree Maintenance Definitions**

- i. **Block/Street** – is typically a standard street segment between two cross streets
- ii. **Branch Bark Ridge** – Raised area of bark in the branch crotch that marks where the branch wood and trunk wood meet
- iii. **Callus** – New growth made by the cambium layer around wounds.
- iv. **Cambium Layer** – Growing point between the bark and sapwood (xylem).
- v. **Crown/Canopy** – The upper portion of the tree that contains the tree foliage (leaves) – excludes basal suckers or sprouts.
- vi. **Cut** – Exposed wood area that remains after the branch or branch part has been removed.
- vii. **DBH – Diameter at Breast Height** – The tree's trunk diameter measured at fifty-four [54] inches above the soil grade for trees on a level grade.

- viii. **Drop Crotch** – Older terminology that conveyed severe crown reduction by removal of major branches, typically lowering the height of the tree. This process usually eliminates the natural structure of the tree by removing the leader to major scaffold branch.
- ix. **Dormant** – A condition of non-active growth. Deciduous trees are considered dormant from the time the leaves fall until new foliage begins to appear.
- x. **Heading/Cut** – The cutting of branch or stem back to a stub, small branch or bud that is too small to take over the terminal role.
- xi. **Lateral Branch** – A branch or sub-branch of a tree that arises from the trunk or scaffold branches.
- xii. **Raising** – The removal of lower branches for clearance between the ground and canopy of the tree.
- xiii. **Parent Stem** – The main trunk system of the tree. This includes the single or multiple trunks of a single tree.
- xiv. **Precut or Precutting** – The removal of a branch at least six inches beyond the finished cut to prevent splitting into parent stem or branch.
- xv. **Sap Flow** – The course assumed by sap in its movement through a tree.
- xvi. **Scaffold Branch(s)** – The main (primary) branches that arise for the trunk(s) of the tree that form the basic structure (architecture) of the tree.
- xvii. **Scars** – Natural or man-made lesions of the bark in which wood is exposed.
- xviii. **Suckers** – Abnormal growth of small branches usually not following the general pattern of the tree.
- xix. **Structural Pruning** – The removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems.
- xx. **Terminal Role** – A branch or main stem (trunk) that is the growing terminal point or points of the tree. Typically, the terminal branch will direct new growth throughout the end or terminal buds of the branch.
- xxi. **Thinning/Cut** – The removal of a branch in its entirety back to its point of origin or to the branch or stem from which it arises. Typically, thinning cuts allow a tree to redistribute the growth throughout the remaining branch(s) of the tree. This is in contrast to a heading cut that shortens a branch to a point that does not allow the tree to redistribute the growth, consequently forcing vigorous, usually vertical growth at the end of the headed branch.
- xxii. **Tracing** – Cutting of the bark along the lines of sap flow of a wound to remove loose bark and to encourage healing around the wound area.

- xxiii. Topping** – The indiscriminate removal of a tree's trunk and main branches back to stubs or small branches to primarily reduce the height of a tree. (topping is not allowed in this contract)
- xxiv. Waterspouts** – A shoot arising from a latent, adventitious bud that has sprouted along a branch in response to a stimulus.

e. Pruning Requirements

- i.** All cuts shall be made sufficiently close to the parent stem so that healing can readily start under normal environmental conditions but not as close to cut below the branch bark ridge.
- ii.** All limbs greater than one inch in diameter (size of a quarter) shall be precut to prevent splitting. All branches 3-1/2 inches in diameter or larger shall be lowered to the ground using the proper ropes.
- iii.** When working on a diseased tree where there is a danger of transmitting the disease to healthy trees, tools shall be disinfected with alcohol after each cut and between trees.
- iv.** On scars or wounds where callus growth is not already established, trace the scars or wounds to firm cambium tissue unless other treatment is designated by the City Arborist.
- v.** All girdling roots visible to the eye shall be reported to the City Arborist.
- vi.** Any structural weakness, decayed trunk or branches, split crotches, and/or branches or heavy limbs with potential for failure shall be immediately reported to the City Arborist who will determine the course of action.
- vii.** When making crown reductions, shorten branches or leader to the lateral that is at least one-half the diameter of the branch being removed. Cuts to laterals that are less than one-half the diameter of the branch being removed shall be at the direction and approval of the City Arborist.
- viii.** In reducing a tree's overall size, attention shall be given to symmetrical appearance. The tree's form should conform to the habit and character of the species.
- ix.** On thin bark trees, such as magnolia, avoid removing foliage that exposes inner bark to the sun. Where trees have foliage or short shoots along a branch, especially in response to previous exposure to sunlight, leave foliage on the tree. Where waterspouts are greater than twelve inches long, they should be headed back to twelve inches rather than removed.
- x.** Contractor's employees shall not use climbing spurs when climbing any street tree. Pruners/climbers shall always use rope and saddle when entering and working in a tree.
- xi.** Unless heading cuts are required, pruning cuts should be made so that the diameter of any remaining branch at the point of attachment is one-half or less in diameter than the branch from which it arises.

- xii. In general, the reduction in the size of a tree should not remove more than one-fourth of the total foliage area in a single year.

L. Group Locations – See Exhibit “D” for group locations and site maps.

1. Group A – Between S. Mary Ave, El Camino Real, Sunnyvale Ave and Evelyn Ave.
2. Group B – Between City Boarder, S. Mary Ave and Fremont Ave.
3. Group C – Between Homestead Road, S. Mary Ave, Sunnyvale-Saratoga Ave, and Fremont Ave.
4. Group D – Between Homestead Road, Sunnyvale-Saratoga Ave, S. Wolfe Road, El Camino Real.
5. Group E – Between El Camino Real, Reed Ave and City Boarder (Santa Clara).

EXHIBIT "B"
COMPENSATION SCHEDULE

Item No.	Description	Estimated Annual Qty	Unit	Unit Price	Total
<u>Group A</u>					
1	Street Tree Block/Grid Pruning - Tree Structurally Pruned	1,608	Ea	\$148.00	\$237,984.00
<u>Group B</u>					
1	Street Tree Block/Grid Pruning - Tree Structurally Pruned	1,608	Ea	\$148.00	\$237,984.00
<u>Group C</u>					
1	Street Tree Block/Grid Pruning - Tree Structurally Pruned	1,608	Ea	\$148.00	\$237,984.00
<u>Group D</u>					
1	Street Tree Block/Grid Pruning - Tree Structurally Pruned	1,608	Ea	\$148.00	\$237,984.00
<u>Group E</u>					
1	Street Tree Block/Grid Pruning - Tree Structurally Pruned	1,608	Ea	\$148.00	\$237,984.00
Total					\$1,190,000

EXHIBIT "C" INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$2,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- Liquor Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.
- If working directly with minors, the Certificate of Insurance must include coverage for **molestation and sexual abuse** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Pollution Liability** coverage with limits not less than \$2,000,000 per occurrence.
- MCS-90 Endorsement** to Business Automobile insurance for transportation of hazardous materials and pollutants.

- Builder's Risk / Course of Construction** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- Installation Floater** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- Garage Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- Garage Keepers Liability coverage** with limits not less than \$100,000 per location.
- On-Hook coverage** with limits not less than \$100,000 per vehicle.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City's Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, liquor liability, valuable papers, electronic data processing, cyber & tech liability, pollution liability, sexual abuse and molestation, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

Contractor shall maintain commercial general liability insurance as required by this contract for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is checked above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3) years* after completion of contract work
4. If Industry Specific Coverage box is checked above, during the term of the contract, the Contractor’s Builder’s Risk / Course of Construction or Installation Floater policy shall provide coverage for any building, structures, machinery or equipment that is damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing. The policy shall name the City as a Loss Payee with respect to any repairs or replacement of any damaged property or other amounts payable under the policy.
 5. For any claims related to this project, the Contractor’s insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
 6. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 7. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 9. Any umbrella or excess insurance liability policies shall be true “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor’s primary and excess liability policies are exhausted and before the City’s own Insurance or self-insurance shall be called upon to contribute to a loss.
 10. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor’s policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City's Risk Manager.

Verification of Coverage:

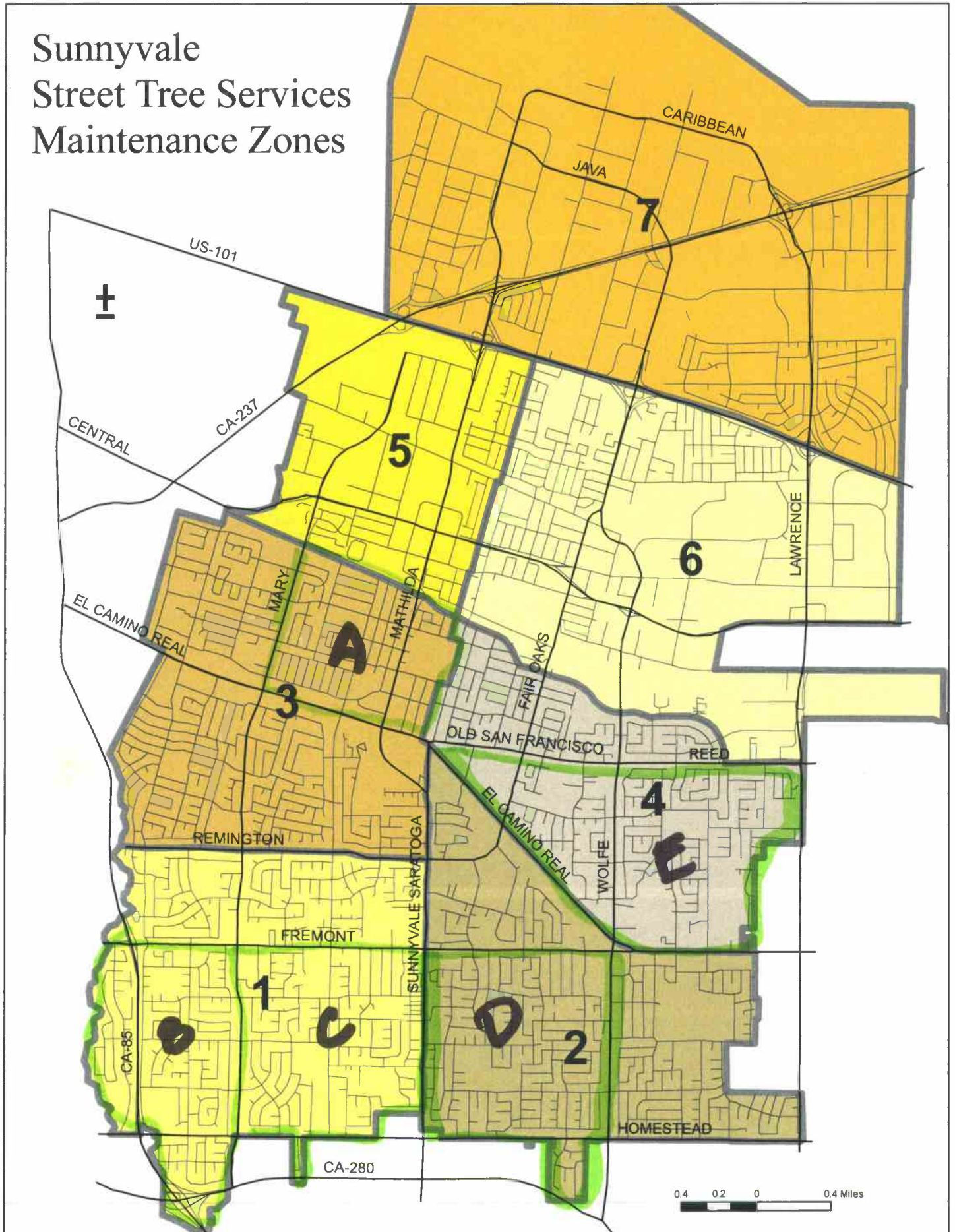
City utilizes PINSAdvantge.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Contractor requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy renewals through PINS. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

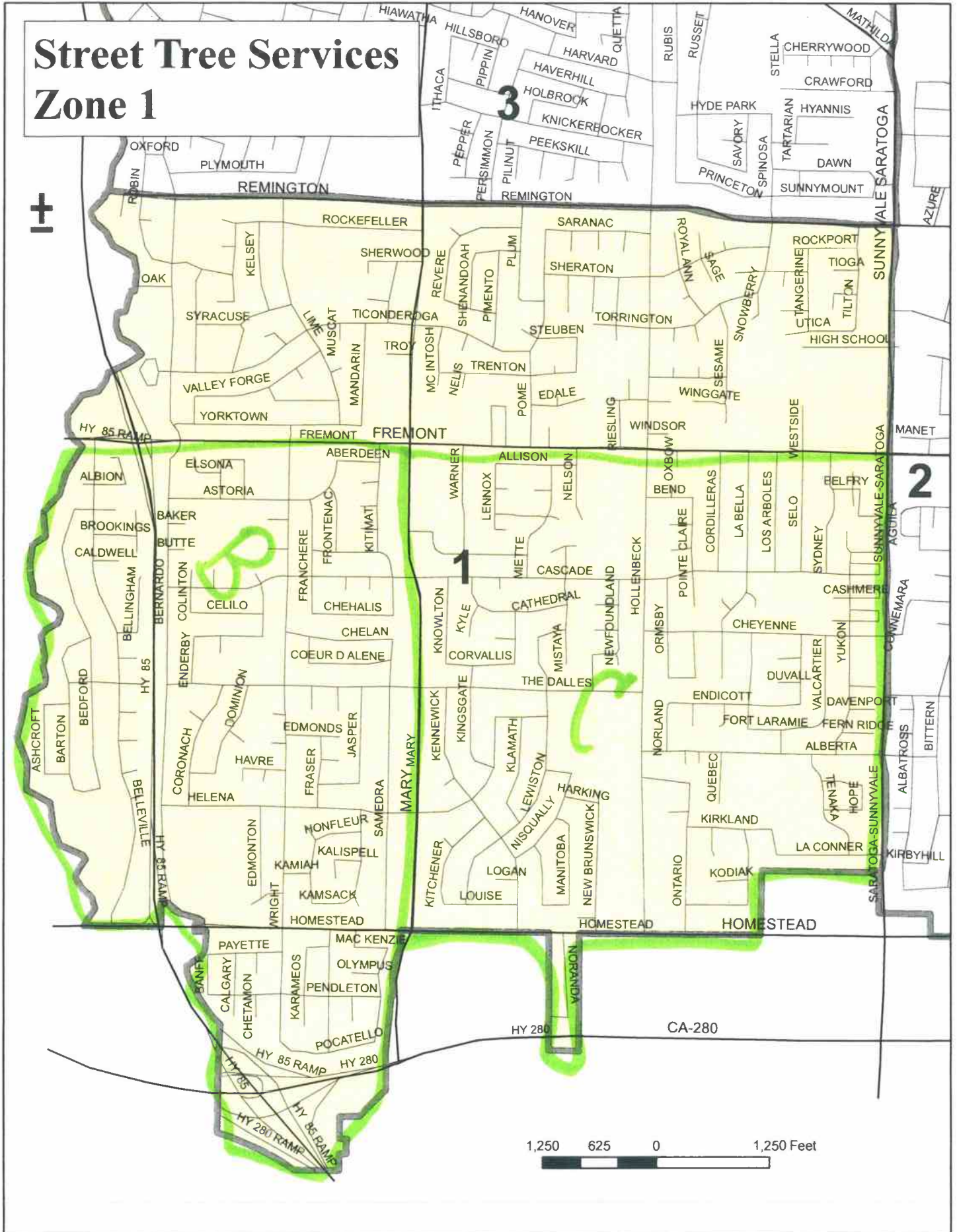
Subcontractors

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.

Sunnyvale Street Tree Services Maintenance Zones



Street Tree Services Zone 1



Street Tree Services Zone 2

