

STAFF REPORT*CITY OF OCEANSIDE*

DATE: February 23, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR STREET TREE TRIMMING AND TREE/STUMP REMOVAL SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a one-year professional services agreement with ValleyCrest Tree Care Services of San Diego in an amount not to exceed \$90,000 for street tree trimming, tree/stump removal services, and as-needed extra work; and authorize the City Manager to execute the agreement.

BACKGROUND

Subcontracting this work allows the department to provide limited tree trimming services in a few much-needed areas as well as respond to emergency and safety-related issues. The City's tree maintenance crew was eliminated during budget cuts in July 2009. In December 2010, the City solicited proposals from qualified private companies to perform these services within the City's right-of-way consistent with City's Purchasing and Sales Ordinances, Chapter 28 of the City Code. Due to budget constraints, it was decided to do a one-year agreement so the work could be re-assessed each year.

ANALYSIS

The professional services agreement will include the trimming of 3877 trees on selected streets. Proposals were compared on a competitive negotiation basis. The companies' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical. Cost was also a very important consideration. Exhibit A lists the seven proposals with their bid amount. Staff ranked ValleyCrest first and it was also the low bidder.

The agreement is for a term of one year commencing February 1, 2011, and ending January 31, 2012, for the base agreement price of \$76,764.60. Included in the agreement is a guaranteed price for additional miscellaneous work that the City may request, which could potentially increase the agreement value to \$90,000. There are no early termination clauses for the contractor.

FISCAL IMPACT

The source of funding is gas tax. The one-year base agreement cost of \$76,764.60 will be funded from the Public Works CIP Street Tree Trimming Budget of \$180,000 (Fund # 902524900213.5320).

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

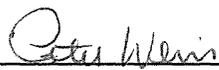
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PREPARED BY:



H. Kiel Koger
Maintenance and Operations Manager

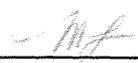
SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

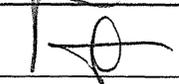
Michelle Skaggs Lawrence, Deputy City Manager



Don Hadley, Deputy City Manager

Joseph Arranaga, Deputy Public Works Director





Teri Ferro, Financial Services Director

Exhibit A

EXHIBIT A

BID SUMMARY

<u>Bidder</u>	<u>Bid amount</u>
ValleyCrest Tree Care Services	\$76,764.60
California Tree Service	\$99,832.75
George Salinas Tree Preservation	\$104,679.00
Southern California Tree Service	\$124,064.00
West Coast Arborist	\$174,465.00
Innovated Landscape Systems	\$200,014.43
Singh Group	\$290,775.00

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: STREET TREE MAINTENANCE

THIS AGREEMENT, dated _____, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and **Valley Crest Tree Care Services**, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Deputy Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Deputy Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKER'S COMPENSATION.** Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents.

STREET TREE MAINTENANCE

4. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on February 1, 2011 and ending on January 31, 2012, unless terminated sooner as provided for in this AGREEMENT. City anticipates allocating 150 calendar days for the completion of services specified by the Project Manager for the year.

5. **LIABILITY INSURANCE.**

5.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

5.2. CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance

(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance

(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

5.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

5.4. All insurance companies affording coverage to the CONTRACTOR for the purposes

STREET TREE MAINTENANCE

of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 5.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 5.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 5.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 5.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 5.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
6. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Omitted.
7. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S

STREET TREE MAINTENANCE

indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

8. **COMPENSATION.** CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on 3,877 trees at \$19.80 per tree for a total Agreement price of **Seventy-Six Thousand, Seven Hundred Sixty-Four Dollars and Sixty Cents (\$76,764.60)**. Agreement Unit Prices and additional work cost schedules are set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. Total agreement cost plus any additional work shall not exceed \$90,000.00.

CONTRACTOR shall perform no work in excess of the total Agreement price without prior written approval of the Deputy Director, Public Works. CONTRACTOR shall obtain approval by the Deputy Director, Public Works prior to performing any work that results in incidental expenses to CITY.

9. **SPECIAL PROVISIONS.**

- 9.1 **Termination Of Agreement.** The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

- 9.2. **DEFINITIONS.** The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms

STREET TREE MAINTENANCE

such as "furnish and install, "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

- 9.3. **Local Office.** The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall fulfill the requirement for a local office.
- 9.4. **Licenses and Permits.** The CONTRACTOR shall possess all licenses and permits required for the performance of the work required by this Agreement, including C-27 Landscaping, or C-61 Tree Trimming license. In addition, the CONTRACTOR shall have a certified ISA (International Society of Arboriculture) arborist on staff during the entire project.
- 9.5. **Compliance with the Law.** The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.
- 9.6. **Subcontractors.** Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.
- 9.7. **Equal Employment Opportunity.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such person.
- 9.8. **Personnel.** The CONTRACTOR shall furnish sufficient supervisory and working

STREET TREE MAINTENANCE

personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non-working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

- 9.9. **Safety Requirements.** All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The CONTRACTOR shall have on site at all times a hazardous spill kit to control any fluid leaks from aerial lift trucks or other equipment.
- 9.10. **Hazardous Conditions.** The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.
- 9.11. **FAILURE TO PERFORM SATISFACTORILY.** It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:
1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or

STREET TREE MAINTENANCE

2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

9.12. **PAYMENTS WITHHELD.** The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.
2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the CONTRACTOR to make payments properly for materials or labor.
4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

9.13. **MINOR MODIFICATIONS.** The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

9.14. **INSPECTION.** The Project Manager shall regularly inspect tree maintenance operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately, in no event in greater than three (3) days, by the CONTRACTOR at no additional cost to the City.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions

STREET TREE MAINTENANCE

of this Agreement are severable.

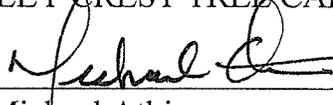
- 12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 21st day of January, 2011.

VALLEY CREST TREE CARE SERVICES

CITY OF OCEANSIDE

By: _____


Michael Atkinson
Regional Manager – San Diego

By: _____

City Manager

APPROVED AS TO FORM:


City Attorney

20-2717738

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Diego

On January 21, 2011 before me, Araceli Montes, Notary Public, personally appeared Michael Atkinson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature Araceli Montes
Araceli Montes, Notary Public

STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

The quality of street tree maintenance plays an important part in the success and acceptance of the City's overall landscape maintenance plans. It is the CONTRACTOR's prime responsibility to integrate the International Society of Arboriculture's tree maintenance standards to keep the street trees in a state of healthy growth and repair and in a neat and presentable condition at all times. The specifics that follow shall serve to define this prime directive.

The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the street tree maintenance as set forth in this specification and in keeping with the highest standards of quality and performance of the International Society of Arboriculture.

The CONTRACTOR shall furnish an initial list and keep it updated, to the Project Manager of all equipment, materials, tools and employees (by skill type) that will be employed to perform the street tree maintenance as set forth in this specification.

CONDUCT OF OPERATIONS

1. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.
2. Supervision. The CONTRACTOR shall have a qualified supervisor present at the work site at all times when work is being performed. The supervisor shall report to the Project Manager each Monday, by 9:00 a.m., the count, species, and location of all trees trimmed in the preceding week, and the work schedule for the current week.
3. Preservation of Property. The CONTRACTOR shall carefully protect from damage and be responsible for protection of all existing trees, shrubs, plants, other growth, and features and improvements. CONTRACTOR shall be liable for and will be required to cure within three (3) days any and all damages caused by work operations to such trees, shrubs, plants, other growth, and features or improvements to property; all damaged trees, shrubs, plants, other growth and features or improvements to property; all damaged trees, shrubs, plants, other growth and features and property, shall be replaced or restored to their original condition to the satisfaction of the Project Manager and the City.

DO NOT TRIM ANY TREES AT 1618 KURTZ STREET.

STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

4. Traffic Control Plans. On those occasions when the requested work requires a street sidewalk, alley or bikeway to be blocked, wholly or partially, the CONTRACTOR is to comply with the traffic control plans as prescribed in Chapter 5 of the CalTrans Traffic Manual Traffic Control for Construction and Maintenance Work Zones. Information and the required written notices are to be obtained from the CITY OF OCEANSIDE Development Services Department, Traffic Engineering Division, Plan Check Counter, 300 North Coast Highway, Oceanside CA 92054, phone, (760) 435-5097. The required written notice must be filed prior to commencement of work in the impacted area.

5. Traffic Control. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. The CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flagmen shall be stationed as reasonably necessary for the safety of persons and vehicles. Where signs to regulate parking are required, the CONTRACTOR shall use approved signs on stands placed on CITY property (parkway). Signs shall state:
 - a. "No Parking."
 - b. The day and time (7:00 a.m. to 5:00 p.m.) of restriction.
 - c. The CONTRACTOR's phone number where he/she may be reached during normal working hours.

6. Starting of Work. The CONTRACTOR shall notify the Project Manager two (2) working days in advance before starting the work required by the Agreement. CONTRACTOR shall make daily telephone contact with the Project Manager prior to starting work and advise the Project Manager of the daily work schedule.

7. Discontinuance of Work. If the CONTRACTOR, after having officially started said Agreement, should discontinue work for any cause, he shall notify the Project Manager of the intent to do so, and shall further notify the Project Manager the date of restarting operations in accordance with Paragraph 6 above.

8. Satisfactory Completion of Work. All work shall be completed under the supervision of and to the satisfaction of the Project Manager and to his/her satisfaction. The Project Manager may change the trimming schedule.

9. Litter. Upon completion of each day's work, the CONTRACTOR shall completely remove from the work site all debris resulting from the trimming operation. Paved areas, including sidewalks and streets, shall be swept "broom clean", and all other areas where practical, shall be raked clean. All debris and litter shall be disposed of at a legal dumpsite.

STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

10. Inspection. The CONTRACTOR shall cause each tree to be inspected for signs of pests, diseases, splits, and breakages. Should such condition be found, the CONTRACTOR shall immediately notify the Project Manager. If, in the judgment of the Project Manager, a tree does not warrant the expense of trimming, it shall not be trimmed. However, at the discretion of the Project Manager, an alternate tree may be substituted.

11. Restricted Work Hours. No work shall be performed on residential streets prior to 7:00 a.m. and later than 5:00 p.m. All work shall be consistent with the Noise Ordinance as identified in Oceanside City Code. Work shall be performed Monday through Friday only.

12. Green Waste Disposal. CONTRACTOR shall be responsible for the legal disposal of all green waste generated from the trimming of City trees under this Agreement.

Green waste generated by the trimming of trees under this Agreement may be disposed of at the El Corazon Compost Facility. The facility is centrally located within city boundaries. There will be a per load cost to the CONTRACTOR based on load weight at the El Corazon Compost Facility for disposal of green waste generated from the trimming of City trees.

The El Corazon Compost Facility is required to accept palm fronds generated from trimming City trees. However, there are certain restrictions to the green waste disposal at the El Corazon Compost Facility that must be adhered to:

- a. No mixed palm and broadleaf green waste loads will be allowed.
- b. No limbs or sections of tree trunk over four feet in length will be accepted.
- c. Loads with trash mixed with green waste material will not be accepted.

13. Additional Work. On occasion there may be additional work required such as tree/stump removals or extensive trimming of large trees that is outside the scope of this Agreement. This work will be paid per the rates in Exhibit B.

STREET TREE MAINTENANCE

EXHIBIT A SCOPE OF WORK

METHODS OF PERFORMING THE WORK

1. Trimming of Shade Trees.
 - a. Formal trimming requiring removal of low branches overhanging residential streets to a height above the street grade of thirteen (13) feet. Low branches overhanging sidewalks and parkways shall be removed to a height of eleven (11) feet. These standards are presented as working guidelines, recognizing that trees are individually unique in form and structure, and that their pruning needs may not always fit strict rules.
 - b. Trimming shall include the removal of all dead, broken, diseased, insect-infected branches and stubs larger than three-quarters (3/4) inch in diameter throughout the tree.
 - c. Shorten the length of limbs, which extend beyond the natural perimeter of an otherwise symmetrical form.
 - d. Prune end branches to lighten the weight where such overburden appears likely to cause breakage of limbs. Remove cross limbs and water sprouts (suckers).
 - e. Thin or "lace out" areas of heavy growth to reduce pressure on the tree from wind.
 - f. Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wound with callous growth. This requires that the wound be as small as practicable, that the cut be reasonably flush within the shoulder ring area, and that the cambium tissues at the edge of the cut be alive and healthy. Extremely flush cuts, which produce large wounds and weaken the tree at the cut shall not be made.
 - g. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an unabraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
 - h. The use of climbing spurs or spike shoes shall not be permitted.
 - i. Trimming of the trees shall provide five (5) feet clearance from obstructed street standard, globe, or sign.
 - j. Trim to clear all adjacent structures by five (5) feet.

STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

2. Trimming of Palm Trees (see diagram 1).

a. Washingtonia (Fan Palms) All Fan Palm trees shall be cleaned of all dead and live fronds and loose sheath material to a 45^o angle from horizon. Fronds shall be removed to petiole base, as close to trunk as possible, leaving a uniform and neat appearance. All flower and seed growth shall be removed.

b. Cocos Palms. Trimming of Cocos Palms shall consist of the removal of all dead fronds, necessary live fronds, loose petioles, seed clusters, sheaths, flower spikes, loose hair, attached vines and similar material from the entire length of the palm to the degree that the trunk of the palm presents a clean appearance without any adhering fronds or portions thereof. When properly trimmed there will be 2-3 fronds remaining with the developing immature fronds in the middle. The use of climbing irons on Cocos Palms will not be permitted.

c. Phoenix Palms. The trimming of Phoenix Palms shall consist of the removal of dead fronds, necessary live fronds to an angle of 45 degrees (see page 15), seed clusters, sheaths, flower spikes, attached vines and similar material from the entire length of the palm to the degree that the trunk of the palm presents a clean appearance without any adhering fronds or portions thereof.

3. Tree and Stump Removal (see diagram 2).

a. Removal of trees and stumps to include: complete removal of tree, grinding of trunk to a minimum of 18 inches below existing grade level, removal of root mass to a depth of 10 inches below original grade in an area from the existing trunk out ten feet. Remove dirt and mulch to bring area down to original grade, replace existing landscaping material as location and access permits. The area shall be smoothed and leveled. All excess wood and debris shall be removed and disposed of and backfilled with soil that is acceptable.

b. The cost for the removal of all designated trees and stumps is to include; complete removal of tree, removal of all trunk and root material generated by the stump removal process, and the subsequent backfilling of the area with topsoil.

c. Full compensation for tree and stump removal including labor, equipment and materials shall be considered as included in the Agreement unit price paid for each tree and stump removal. Therefore, no additional compensation will be allowed.

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

- d. It is the responsibility of the CONTRACTOR to notify Dig Alert and receive all the necessary markouts that are needed in the areas in which the stumps are to be removed.

- e. Upon notification by CITY, CONTRACTOR shall have 30 calendar days after removal of the designated tree to remove the stump.

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

III. LIST OF AREAS TO BE TRIMMED

STREET		# OF TREES
ARTHER, AVE	500-800 BLK	65
CHARLES, DR	500-700 BLK	48
FLORA, DR	600-700 BLK	34
LENORE, ST	600 BLK	11
E. PARKER, ST	5100 BLK	35
BARRY, ST	5000-5100 BLK	7
GOLD, DR	500 BLK	40
LEON, ST	5000-5300	40
ISADORE, ST	700 BLK	2
RENA, DR	700 BLK	5
HERBERT, ST	700 BLK	3
FRANCIS, ST	5100 BLK	2
BUTTERFIELD, RD	700 BLK	5
ELAINE AVE	500-600	38
GOLD, DR	500 BLK	24
CLAIRE, DR	4700-4900 BLK	46
STEPHAINE, PL	4700-4900 BLK	43
MICHAEL, ST	600 BLK	33
PARKER, ST	600 BLK	22
ANN, ST	600 BLK	20
DUNSTAN, ST	2500 BLK	15
COLLEGE, BLVD	2700-2900 BLK	77
TOTAL		615

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

STREET		# OF TREES
MORNING VIEW, DR	3300 BLK	32
SHADOW TREE, DR	300-700BLK	83
RIMHURST, CT	300 BLK	7
RIVERTREE, DR	600-1000	65
MUIRFIELD, DR	800 BLK	18
DEERFIELD, CT	800 BLK	8
ASHWOOD, CT	3400 BLK	8
NORTHWOOD, DR	3400 BLK	20
SOUTHWOOD, DR	3400 BLK	19
MEDOWVIEW, DR	3400 BLK	12
VALLY CREST, DR	700 BLK	32
WILLOW TREE, CT	3400 BLK	11
CRYSTAL WOOD, DR	3400 BLK	7
RICEWOOD, DR	3200-3400BLK	31
LEEPISH, DR	500 BLK	6
SOYLA, DR	3400 BLK	15
TOOPAL, DR	3300 BLK	49
TISHMAL, CT	400 BLK	3
BIG SKY, DR	400-500	26
CANYON VIEW, DR	3200 BLK	33
CRESTWOOD, DR	500 BLK	9
TUKMAL, DR	600 BLK	11
TOWKISH, DR	600 BLK	12
WALA, DR	500 BLK	37
HUULA, DR	3200 BLK	31
MOLA, CT	500 BLK	1
TOOTA, CT	500 BLK	9
TOTAL		595

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

STREET		# OF TREES
CALLE DEL GRECO	4600 BLK	18
CALLE GOYA	1400 BLK	19
CORTE GOYA	1400 BLK	7
CALLE ULTAMO	1200-1300	47
VIA ISIDRO	1300BLK	9
VERA CRUZ	1200 BLK	25
CORTE DULCE	4500 BLK	3
CORTE AZUL	4500 BLK	1
CONQUISTADOR	4100 BLK	39
PRIMA VERA	1500 BLK	5
VIA OTANO	1500BLK	26
CORTE DE MIJA	1500 BLK	5
CORTE ROBERTO	1500 BLK	2
AVENIDA VISTA LOBERA	1700 BLK	28
AVENIDA ALTA MIRA	1700 BLK	12
CORTE CRESTA	1700 BLK	14
CALLE LAS PALMAS	1800 BLK	7
AVENIDA SAVILLA	1800 BLK	46
AVENIDA SEGOVIA	1700BLK	55
VIA ALLENA	1700 BLK	19
AVENIDA ARAGON	1800 BLK	7
AVENIDA ANDORRA	1700 BLK	3
AVENIDA DE SUENO	1700 BLK	10
CORTE VENTANA	1800 BLK	21
CALLE PLATICO	1800 BLK	19
VIA TECERO	4200 BLK	20
VIA QUINTO	1800 BLK	8
VIA CUARTO	1800 BLK	19
BLACKHAWH, AVE	1800 BLK	28
APACHE, ST	4200 BLK	20
ARROYO, AVE	1900 BLK	10
CHEYENNE, AVE	1900 BLK	3
NAVAJO, AVE	4200 BLK	7
TOTAL		562

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

STREET		# OF TREES
CALLE LAS CASAS	1600 BLK	46
AVENIDA GUILLERMO	1600 BLK	15
CORTE AMARILLO	1800 BLK	13
CORTE TORENO	1800BLK	5
CORTE VIEJO	1800 BLK	4
AVENIDA MANTILLA	1500 BLK	15
VIA ESCALA	4700 BLK	11
CALLE SOBRADO	4900 BLK	20
CALLE MARBELLA	1400 BLK	43
CORTE SANTICO	4900 BLK	3
VIA MARGUERITA	1400 BLK	13
VIA VENUSTO	1400 BLK	8
AVENIDA OCEANO	1600 BLK	46
AVENIDA ANDANTE	1500 BLK	58
CORTE VERANO	1600 BLK	31
PEACOCK BLVD	1300-1700 BLK	64
WESTRIDGE, DR	4500-4700 BLK	22
SUNRISE RIDGE	4500-4700 BLK	46
SUNNY HILLS, DR	4700 BLK	6
RIM ROCK, RD	4700 BLK	1
RISING GLEN, DR	4700 BLK	17
CRESENT HEIGHTS, DR	4700 BLK	10
MYSTIC, RD	4600-4700 BLK	34
KNOLLWOOD, CT	4700 BLK	7
WESTERLY, CT	4700 BLK	4
LEMON HEIGHTS, DR	1700 BLK	6
BEVERLY GLEN, DR	4500 BLK	30
ROYAL OAK, DR	4500 BLK	13
QUAILRIDGE, DR	4500 BLK	2
HAVENWOOD, DR	1600-1800 BLK	13
TOTAL		606

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

STREET		# OF TREES
GOLDEN RIDGE, DR	4500 BLK	13
ROUND TREE, DR	1700 BLK	16
HIGHRIDGE, DR	1500 BLK	17
ROLLING HILLS, DR	1500 BLK	8
LIVE OAK, CT	4700 BLK	7
CANTEBURY, CT	4700 BLK	3
TEMPLE HEIGHTS	1200-1500 BLK	38
PANORAMA RIDGE	1400-1338	26
NORTHERLY, ST	4800 BLK	33
CASPER, ST	1300 BLK	6
SUNGLOW, DR	1200-1300 BLK	38
SUNBRIGHT, DR	1100-1200 BLK	45
SAGEWOOD, DR	1800 BLK	24
WILLOWBROOK, DR	1900 BLK	11
SUNMEADOW, RD	5000 BLK	18
SUNCREST, AVE	1900 BLK	20
SUNROSE, CT	5000 BLK	3
SUNRIDGE, DR	400 BLK	39
SUNLIGHT, CT	1900 BLK	3
TAYLOR, DR	400 BLK	24
ERNEST, CT	400 BLK	8
DARWIN, DR	1200-1400 BLK	52
CRESTVIEW, DR	1300-1400 BLK	35
EASTMORE, PL	1400 BLK	19
NORTHMORE, PL	4700 BLK	1
WESTMORE, PL	1400 BLK	7
CRESTHAVEN, PL	1400 BLK	13
WESTWOOD, PL	1400 BLK	8
MEDOWBROOK, DR	1400 BLK	21
GREYOAKS, CT	1400 BLK	9
GLENHAVEN, DR	4800-4900 BLK	24
CRESTMONT, PL	4700 BLK	14
RIDGEMONT CT	1300 BLK	10
BELLA COLLINA, ST	4900-5100 BLK	97
VERONA, ST	4900 BLK	19

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

NAPOLI, ST	1300 BLK	14
ANGELINA, RD	5200 BLK	8
WOODVIEW, DR	1200-1300	54
SALERNO, CT	1200 BLK	3
MILAN, ST	1200 BLK	19
TOTAL		827

**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

STREET		# OF TREES
THUNDER, DR	2700-3000 BLK	31
JONATHON, ST	4000-4100 BLK	13
CEDAR, RD	2800 BLK	15
LEWIS, ST	4000-4200 BLK	28
MARVIN, ST	4200 BLK	4
LONNIE, ST	4000-4200 BLK	42
THOMAS, ST	4000 BLK	21
LINDA, DR	3100-4000 BLK	38
CELESTE, DR	3800 BLK	14
ROSELL AVE	3700-3900 BLK	8
SCOTT, DR	3900 BLK	5
GENINE, DR	3900 BLK	39
FOWLES, ST	300 BLK	17
LANCELOT, DR	2700 BLK	9
FOUSSAT, RD	100-400 BLK	18
AIRPORT, RD	300 BLK	13
TOTAL		315

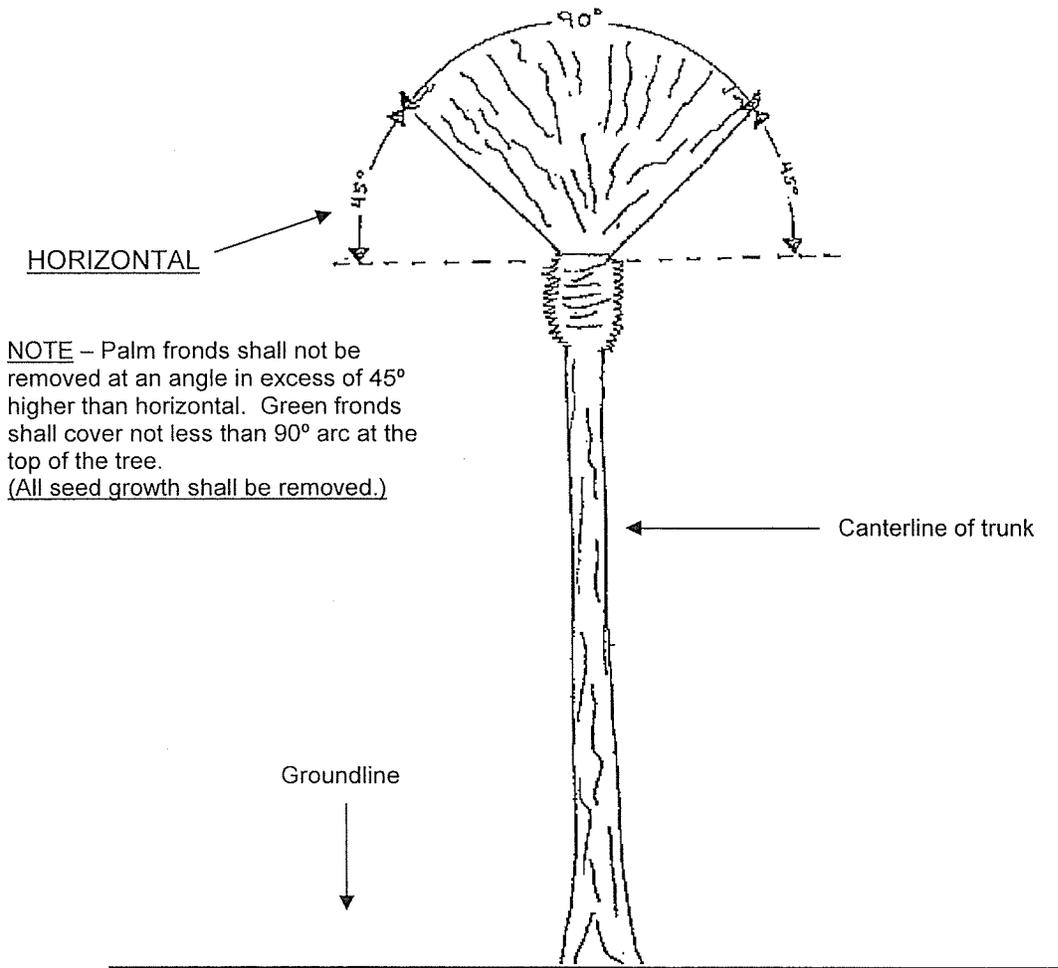
**STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK**

STREET		# OF TREES
WISPERING PALM, DR	1500 BLK	44
WHITE OAK, CT	5200 BLK	1
RANCHO, CT	5200 BLK	8
JACK PINE, CT	5200 BLK	6
HODGES, RD	1300 BLK	17
WINDMILL, ST	5100 BLK	5
CHAMPLAIN, ST	5200 BLK	25
HOLLINS, RD	1300 BLK	1
WOHLFORD, ST	5200 BLK	7
HENSHAW, RD	1300-1400 BLK	11
HUBBERT, ST	5200 BLK	19
DIXON, RD	5200 BLK	11
SARAN, CT	1500 BLK	13
ELSNORE, ST	5300 BLK	9
GLACIER, RD	1500 BLK	19
POWELL, RD	1400-1500 BLK	13
ONTARIO, ST	5300 BLK	6
OZARK, RD	1400 BLK	9
ERIE, CT	5300 BLK	4
MEAD, ST	5300 BLK	3
FIELDGATE, RD	4500 BLK	6
EVENING CANYON, RD	3500 BLK	12
DUNHILL, CT	4500 BLK	1
HANCOCK, CIR	4500 BLK	6
BLACKWELL, RD	4500 BLK	15
KELLINGTON, CT	3500 BLK	2
NORMANDY, CIR	3500 BLK	8
WINSLOW, RD	3500 BLK	13
REGENCY, CIR	4500 BLK	1
WARWICK, CIR	4500 BLK	6
SHERIDAN, RD	4600 BLK	7
RIDGE, RD	3500 BLK	25
MORNING CANYON, RD	4700-4800 BLK	5
NEWLAND, RD	3500 BLK	3
WAVERLY, RD	4600 BLK	16
TOTAL		357

STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK

WASHINGTONIA PALM TRIMMING
SPECIFICATIONS

DIAGRAM 1

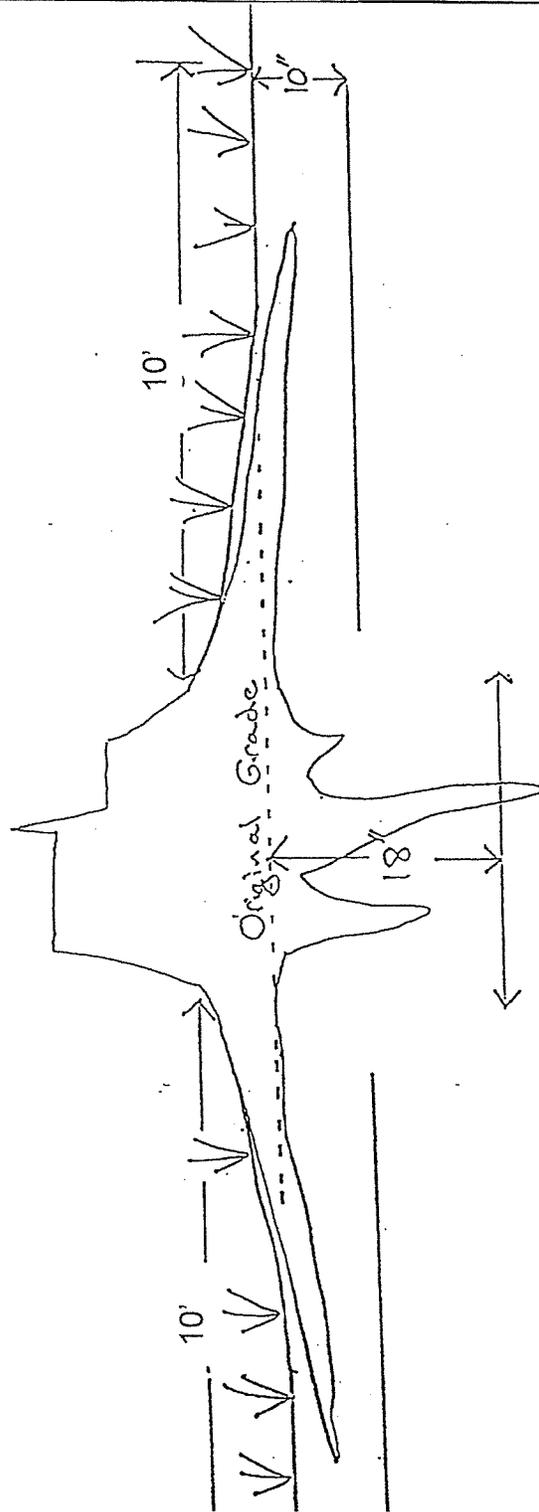


PALM TREE ANGLE REQUIREMENTS AT COMPLETION OF TRIMMING

STREET TREE MAINTENANCE
EXHIBIT A SCOPE OF WORK

DIAGRAM 2

STUMP REMOVAL SPECIFICATIONS
ILLUSTRATION



**STREET TREE MAINTENANCE
EXHIBIT B UNIT PRICES**

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>		
1. Tree Trimming	3,877	\$19.80		
			<u>STUMP REMOVAL (Unit Price per DBH inch)</u>	<u>TREE REMOVAL (Unit Price per DBH inch)</u>
			<u>STUMP SIZE</u>	
2. Tree and Stump Removal	(a)	0" - 6"	\$6.00	\$20.00
	(b)	7" - 12"	\$6.00	\$26.50
	(c)	13" - 18"	\$6.00	\$44.00
	(d)	19" - 24"	\$6.00	\$60.00
	(e)	25" - 30"	\$6.00	\$68.00
	(f)	31" - 36"	\$6.00	\$76.00
	(g)	37" - 40"	\$8.00	\$80.00
	(h)	41" - 46"	\$8.00	\$97.00
3. Miscellaneous Work (Hourly Rate) (3 man crew with boom truck and brush chipper)			\$195.00	