

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: February 4, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR STREET TREE TRIMMING AND STUMP REMOVAL SERVICES**

**SYNOPSIS**

Staff recommends that the City Council approve a two-year professional services agreement with George Salinas Tree Preservation of Placentia, California in an amount not to exceed \$180,000 per year for street tree trimming, stump removal services, and as-needed extra work; and authorize the City Manager to execute the agreement.

**BACKGROUND**

Subcontracted tree trimming services supplement City crews and help the department service its 12 zone maintenance schedules. In December 2008 the City solicited proposals from over 70 qualified private companies to perform these services within the City's right-of-way.

**ANALYSIS**

The city tree maintenance crew currently trims about 1800 trees per year and removes about 350 trees per year throughout the city with a FY 08-09 budget of \$466,134. The professional services agreement will include the trimming of 4135 trees per year on selected streets.

Proposals were compared on a competitive negotiation basis. The companies' overall qualifications, including the qualifications of key personal, 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 ten proposals with their bid amount. Staff ranked George Salinas Tree Preservation first and it was also the low bidder.

The agreement is for a term of approximately two years commencing February 5, 2009, and ending December 31, 2010, for the base agreement price of \$102,353.63 per year. 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 \$180,000 per year. There are no early termination clauses for the contractor.

**FISCAL IMPACT**

The two-year base agreement cost is \$204,707.25. Nothing in the agreement obligates the CITY to appropriate funds for the agreement in the upcoming fiscal years. However the CITY cannot contract with another provider for like services in a fiscal year in which funds for this agreement are appropriated.

The Fiscal Year 2008/2009 base agreement cost of \$102,353.63 will be funded from the Public Works CIP Street Tree Trimming Budget of \$235,000 (Fund # 213.755249).

**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.

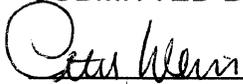
**RECOMMENDATION**

Staff recommends that the City Council approve a two-year professional services agreement with George Salinas Tree Preservation of Placentia, California in an amount not to exceed \$180,000 per year for street tree trimming, stump removal services, and as-needed extra work; and authorize the City Manager to execute the agreement.

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

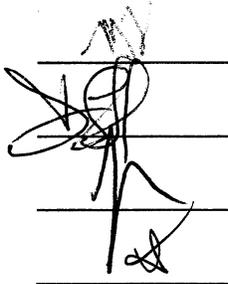


Exhibit A

**EXHIBIT A**

**BID SUMMARY**

<b><u>Bidder</u></b>	<b><u>Bid amount (Base Bid - 2 years)</u></b>
George Salinas Tree Preservation	\$204,707.25
California Tree Service	\$215,046.00
West Coast Arborist	\$281,214.00
Rancho Tree Service	\$306,027.00
Starscape	\$314,298.00
Arborwell	\$351,517.50
Tree Elements Inc.	\$370,044.50
Absolute Tree Service	\$438,363.00
Aztec Landscaping Inc.	\$554,157.00
Urban Tree Care	\$562,428.00

## CITY OF OCEANSIDE

### PROFESSIONAL SERVICES AGREEMENT

#### PROJECT: STREET TREE MAINTENANCE

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and **George Salinas Tree Preservation**, hereinafter designated as "CONTRACTOR."

#### NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** 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 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 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. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be approximately two (2) years, beginning with City Council approval and ending on December 31, 2010, unless terminated sooner as provided for in this AGREEMENT. City anticipates allocating two 150 calendar day periods per year for the completion of services specified by the Project Manager for that year.
4. **INSURANCE.**
  - 4.1. **Liability Insurance.**

## STREET TREE MAINTENANCE

**4.1.1.** 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.

**4.1.2.** CONTRACTOR shall maintain the following minimum limits:

General Liability

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

Automobile Liability

Combined Single Limit Per Occurrence	\$1,000,000
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**4.1.3.** All insurance companies affording the provided coverage in Section 3.1.2 to the CONTRACTOR shall be required to add the City of Oceanside as "additional insured" under the insurance policy for all work performed in accordance with this Agreement.

**4.1.4.** All insurance companies affording coverage to the CONTRACTOR shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

**4.2** **Workers' 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.

**5.** **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Omitted.

**6.** **CONTRACTOR'S INDEMNIFICATION OF CITY.**

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 by the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement.

## STREET TREE MAINTENANCE

CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.

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

### 7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on 8,271 trees at \$24.75 per tree for a total Agreement price of **Two Hundred and Four Thousand Seven Hundred and Seven Dollars and Twenty-Five Cents (\$204,707.25)**. 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 \$360,000.00

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

### 8. SPECIAL PROVISIONS.

8.1 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.

8.2. 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 such as "furnish and install," "work site," "planter box," "planter unit," "planter area,"

## STREET TREE MAINTENANCE

"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.

**8.3. 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 not fulfill the requirement for a local office.

**8.4. 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.

**8.5. 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.

**8.6. 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.

**8.7. 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.

**8.8. Personnel.** The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during

## STREET TREE MAINTENANCE

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.

**8.9. 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.

**8.10. Hazardous Conditions.** The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

**8.11. 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
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

## **STREET TREE MAINTENANCE**

**8.12. 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.

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

**8.14. 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.

**9. 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.

**10. 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 of this Agreement are severable.

**STREET TREE MAINTENANCE**

**11. 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.

**12. 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 \_\_\_\_ day of \_\_\_\_\_, 2009.

  
George Salinas Tree Preservation  
Owner

\_\_\_\_\_  
City Manager

Approved as to form:

  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On 12-30-08 before me, \_\_\_\_\_

A. Haegendoreens  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

Jorge Perez Salinas  
Name(s) of Signer(s)

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.

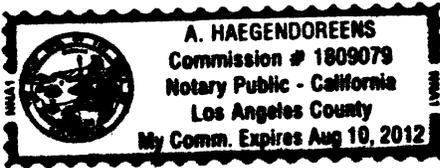
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A. Haegendoreens  
Signature of Notary Public

Place Notary Seal Above



**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Personal Service Agreement

Document Date: \_\_\_\_\_

12-30-08

Number of Pages: \_\_\_\_\_

2/1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jorge Perez Salinas

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

## **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. A sample form is included at the end of the proposal form.
  
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 B-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. Miscellaneous Work. On occasion there will be miscellaneous tree work required that is outside the scope of this Agreement. This work will be paid on the hourly miscellaneous work rate, 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<sup>o</sup> 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. Stump Removal (see diagram 2).
  - a. Removal of stumps to include: 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 pine and palm stumps is to include; 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 stump removal shall be considered as included in the Agreement unit price paid for each stump removal. Therefore, no additional compensation will be allowed.
  - 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.

**STREET TREE MAINTENANCE  
EXHIBIT A SCOPE OF WORK  
LOCATIONS AND NUMBER OF TREES**

STREET TREES	1st year	(page 1 of 5)	# of trees	
SURFRIDER WY.	100-700 BLK		palm	73
WISCONSON AVE.	100-888 BLK		palm	64
N. TREMONT ST.	200-800 BLK		palm	93
WINDWARD WY.	200-900 BLK		palm	41
PACIFIC ST.	900 N.-1900 S.		palm	291
TYSON ST.	100-200 BLK		palm	18
SEGAZE DR.	100-900 BLK		palm	24
PIER VIEW WY.	100-900 BLK	Note do not trim around City Hall	palm	58
TREMONT ST.	1600-2100 BLK		palm	171
BROADWAY ST.	1600-1900 BLK		palm	51
CIVIC CENTER DR.	100-900 BLK	Note do not trim around City Hall	palm	37
MISSION AVE.	100-1000 BLK		palm	81
EUCALYPTUS ST.	300-400 BLK		palm	7
S. TREMONT ST.	100-1100BLK		palm	62
MISSOURI AVE.	200-400 BLK		palm	4
NEPTUNE WY.	100-400 BLK		palm	15
SPORTFISHER.DR.	200-1100 BLK		palm	22
N. HORNE ST.	400-800 BLK		palm	21
WEST ST.	400-1100 BLK		palm	39
TAIT ST.	900-1100 BLK		palm	20
N. MYERS ST.	200-300 BLK		palm	34
S. MYERS ST.	100-700 BLK		palm	100
OCEANSIDE BLVD.	100-700 BLK		palm	43
NORTH & SOUTH THE STRAND			palm	86
PINE ST.	100 BLK		palm	10
NORTH & SOUTH COAST HWY			palm	488
WHALEY ST.	300-500 BLK		palm	27
CASSIDY ST.	100-1500 BLK		palm	79
ALVARADO ST.	2000 BLK		palm	10
MISSOURI AVE.	1200-1600 BLK			45
MINNESOTA AVE.	1300-1600 BLK			22
WEITZEL ST.	400 BLK			8
BROOKE ST.	400-600 BLK			27
GARFIELD ST.	400-600 BLK			33
DIVISION ST.	1200-1400 BLK			24
ROCKLEDGE ST.	500-600 BLK			19
GRANT ST.	400-600 BLK			18
BUSH ST.	1200-1300 BLK			107
BROOKS ST.	100-200 BLK			19
SAN DIEGO ST.	200-1100 BLK			43
HOLLY ST.	200-700 BLK			19
LANGFORD ST.	800-1200 BLK			23
LAUREL ST.	1500-1600 BLK			19
			<b>TOTAL</b>	<b>2495</b>

## STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

STREET TREES	1st year	(page 2 of 5)	# of trees		
BURROUGHS ST.	1800 BLK				23
BURROUGHS ST.	1600 BLK				9
CASSIDY ST.	800-1100 BLK				25
WHALEY ST.	100 BLK				7
CALIFORNIA ST.	700-1200 BLK				60
OLIVE DR.	S. SIDE ONLY				6
FELINDA WY.	2500 BLK				4
CHASIN ST.	4100-4200 BLK				34
HARRIETT ST.	2700 BLK				7
ALANA DR.	4100 BLK				23
LINDA DR.	3100 BLK				28
LINDA DR.	2900-4000 BLK				31
CELESTE DR.	3800 BLK				29
PORTOFINO DR.	1800 BLK				17
LONNIE ST.	4100-4200 BLK				43
LONNIE ST.	4000 BLK				41
THOMAS ST.	4100-4200 BLK				33
THOMAS ST,	4000 BLK				36
THUNDER DR.	2800-3200 BLK				54
LEWIS ST.	2800 BLK				2
LEWIS ST.	400 BLK				10
CEDAR RD.	2800 BLK				61
LOUISE ST.	2800 BLK				2
JONATHON ST.	4100-4200 BLK				37
ANNETTE ST.	2800 BLK				18
MARVIN ST.	4100-4200 BLK				23
YVONNE ST.	2800 BLK				9
VIA ESMARCA	2000-2200 BLK				57
VIA SONORA	2100 BLK				22
VIA LAS ROSAS	2900 BLK				8
FAREL ST.	2600 BLK				8
VIA ROBLES	2100 BLK				40
IVEY RD.	2800 BLK				6
FIRE MTN. DR.	2900 BLK				6
			<b>TOTAL</b>		<b>819</b>

## STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

STREET TREES	1st year	(page 3 of 5)	# of trees
FOUSSAT RD.	200-400 BLK		34
LANCELOT DR.	2700 BLK		13
CAMELOT DR.	300-500 BLK		34
FOWLES ST.	200-400 BLK		32
N. BARNWELL ST.	100-200 BLK		37
EDGEWOOD DR.	100 BLK		32
HILLDALE ST.	2200 BLK		13
LIBBY ST.	100 BLK		19
CRESTLINE DR.	2000-2100 BLK		18
CARRY RD.	100 BLK		25
CREGAR RD.	100 BLK		28
AVENIDA DEL GADO	100-200 BLK		88
AVENIDA DEL GADO	4400 BLK		18
MAGDALENA DR.	100 BLK		34
FRANCESCA DR.	100 BLK		39
VIA BANDITA	200 BLK		8
VIA CASCADITA	4400 BLK		7
AVENIDA MARGUARITA	200 BLK		18
AVENIDA CALAFIA	4500 BLK		7
SUNGLOW DR.	1200 BLK		31
SUNCREST AVE.	1900 BLK		21
PRADO CT.			16
RIO CLARO CT.	800 BLK		8
ALAMOSA PARK DR.	5200-5300 BLK		29
ESSENCE AVE.	800 BLK		19
SEASCAPE DR.	4800-4910 BLK		44
JEFFRIES RANCH RD.	5700-HACKAMORE		86
TROTting HORSE RD.	1600 BLK		36
SPUR AVE.	5900-BUCKBOARD		44
BELMONT PARK RD.	1400-1500 BLK		54
CHURCHHILL DOWNS RD.	5800 BLK		22
DEL MAR RD.	1500-1600 BLK		72
HACKAMORE RD.	1600 BLK		27
WAGON WHEEL DR.	1580-1700 BLK		27
MISSION MEDOWS DR.	1600 BLK		42
SHIRE AVE.	1600-1700 BLK		36
BUCKBOARD DR.	1600 BLK		41
VIA RIO	4100 BLK		9
PALA RD	4000 BLK		23
VIA LOS PADRES			22
VIA SERRA			26
VIA MARIA	400 BLK		4
SIESTA DR.	4800-4900 BLK		40
ROJA DR.	4800-4900 BLK		22
LUNA DR.	4800-4900 BLK		52
LUNA DR.	500 BLK		20
REDONDO DR.	300-600 BLK		66
TACAYME DR.	4800 BLK		7
CLAIRE DR.	4700-4800 BLK		43

## STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

STREET TREES	1st year	(page 4 of 5)	# of trees		
STEPHANIE PL.		4700-4800 BLK			32
MACARIO DR.		5000 BLK			8
ROJA DR.		500-700 BLK			19
ANN ST.		600 BLK			21
			<b>TOTAL</b>		<b>1573</b>

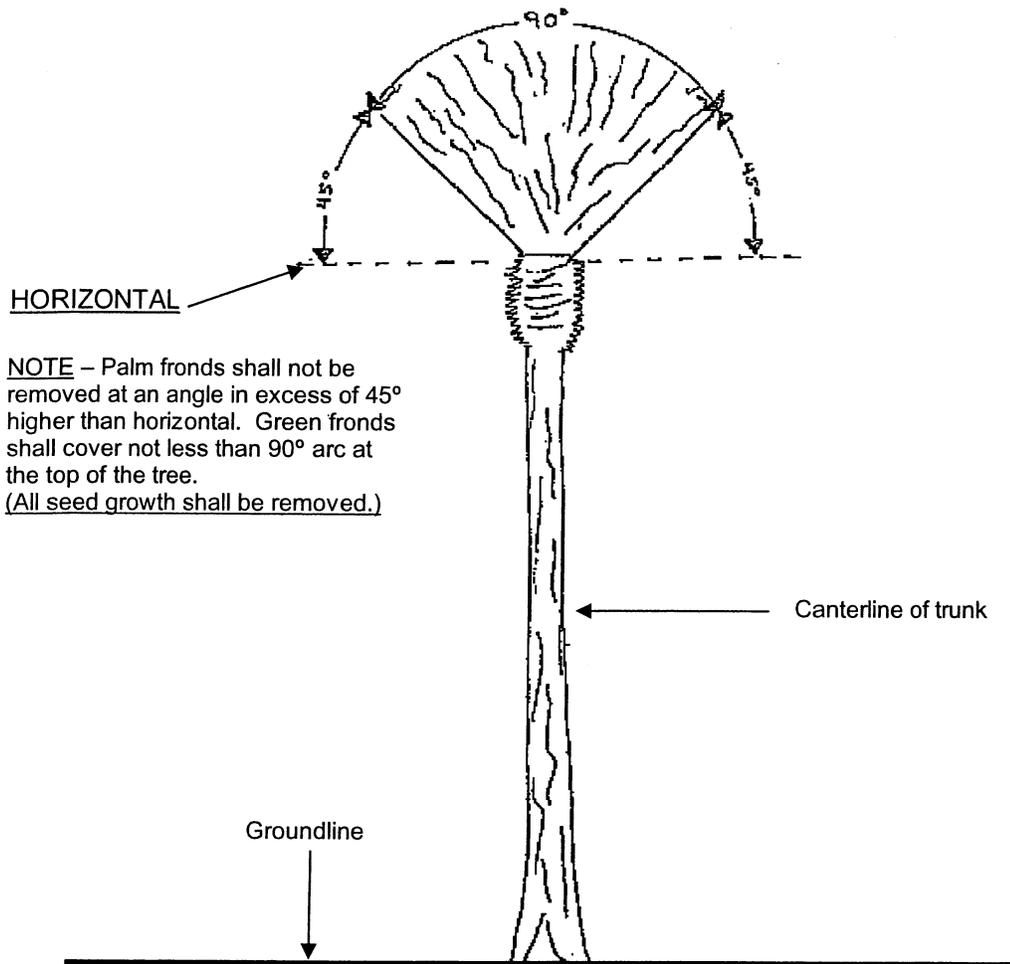
## STREET TREE MAINTENANCE EXHIBIT A SCOPE OF WORK

MEDIAN AND PARKWAY TREES		1st year (broadleaf and palm)	(page 5 of 5)	
		2nd year (palm only)	# of trees	
			Broadleaf	palm
PACIFIC ST.	WISCONSON, TO SPORTFISHER		0	177
PIER VIEW	UNDERCROSSING AT CLEVELAND ST.		0	4
REGAL P-LOT.	CLEVELAND ST. AT MISSION AVE.		36	33
CLEVELAND ST.	PARKING LOT. N. OF PIEARVIEW		1	6
N. COAST HWY.	AT HARBOR DR.			10
MISSION AVE	(EAST) I-5 TO BARNS			13
MISSION AVE. MEDIANS	(WEST) OF I-5 AT PIRATE COVE			27
N. COAST HWY	AT SR-76		3	39
I-5 AT MISSION AVE.	N/BOUND OFF-RAMP			6
I-5 AT MISSION AVE.	N/BOUND ON-RAMP			26
SURFRIDER WY P-LOT	E/OF RAILROAD TRACKS		4	
VISTA WY	S/OF STEWART ST.			6
WISCONSIN ST.	P-LOT AT MYERS		1	
P-LOT PACIFIC ST.	AT BREAKWATER WAY		7	
MYERS P-LOT.	MYERS AT SEAGAZE DR.		30	
<b>COASTAL RAIL TRAIL</b>				
CASSIDY	AT BROADWAY SOUTH			6
CASSIDY	AT MYERS SOUTH			7
<b>COLLEGE BLVD PARKWAYS &amp; MEDIANS</b>				
COLLEGE BLVD MEDIAN	OLIVE TO ROSELLE AVE.			94
COLLEGE BLVD MEDIAN	S/OF LAKE BLVD		11	
COLLEGE BLVD PARKWY	S/OF BUCHANON		67	
FOUSSAT RD.	MESA TO NORREN WAY			18
ADAMS ST. MEDIAN	E/OF COLLEGE			10
DOWNNS ST.	S/OF FIRE MOUTAIN DR.			10
EL CAMINO REAL	VISTA WY TO MESA DR.		1	60
OCEANSIDE BLVD PARKWY	TEMPLE HEIGHTS-BEVERLY GLEN		25	
OCEANSIDE BLVD.	GATE INTO EL CORAZON		3	6
OLD GROVE RD. MEDIAN	MISSION AVE. TO GODWIT			37
SKYHAVEN DR.	AT CALAVERA LANE			4
VISTA WY	W/OF PRINCETON DR.		15	
N. RIVER ROAD MEDIANS	REDONDO TO COLLEGE		3	
<b>MELROSE DR. MEDIANS &amp; PARKWAYS</b>				
MEDIANS	N/OF MEADOWBROOK		25	
PARKWAYS	N/OF MEADOWBROOK		57	
		<b>TOTAL</b>	<b>289</b>	<b>599</b>



# STREET TREE MAINTENANCE DIAGRAM 1

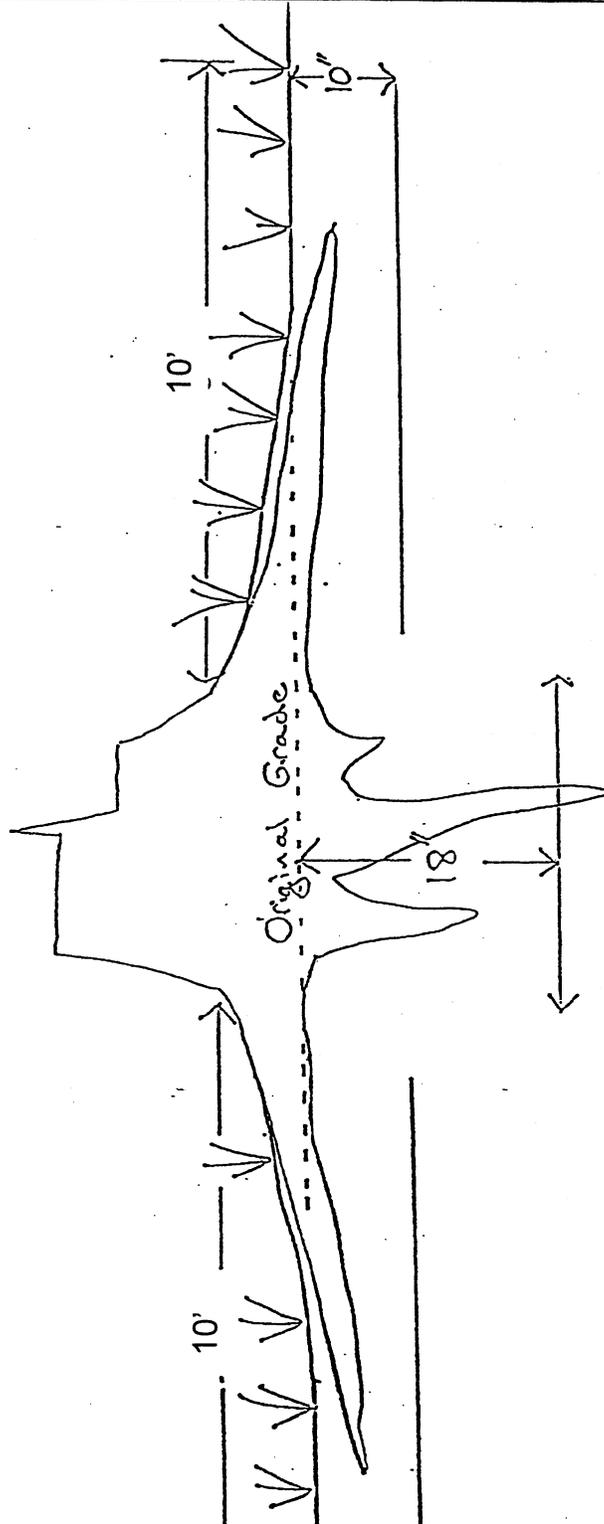
## PALM TRIMMING SPECIFICATIONS



PALM TREE ANGLE REQUIREMENTS AT COMPLETION OF TRIMMING

# STREET TREE MAINTENANCE 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	8,271	\$24.75
		<u>STUMP SIZE</u>	
2.	Stump Removal	(a) 0" - 6"	\$50.00
		(b) 7" - 12"	\$75.00
		(c) 13" - 18"	\$125.00
		(d) 19" - 24"	\$175.00
		(e) 25" - 30"	\$255.00
		(f) 31" - 36"	\$275.00
		(g) 37" - 40"	\$375.00
		(h) 41" - 46"	\$475.00
3.	Miscellaneous Work (Hourly Rate)		\$225.00