

# STAFF REPORT



ITEM NO. **7**  
CITY OF OCEANSIDE

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DATE: April 5, 2006  
TO: Honorable Mayor and City Councilmembers  
FROM: Public Works Department  
SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR STREET TREE MAINTENANCE**

## **SYNOPSIS**

Staff recommends that the City Council approve a professional services agreement with California Tree Service, Inc., of Escondido in the amount of \$67,928 for basic street tree maintenance and \$57,072 in potential City requested additional street tree work, for a total potential agreement amount of \$125,000 and authorize the City Manager to execute the agreement.

## **BACKGROUND**

The street tree maintenance program consists primarily of trimming over 2,428 trees throughout the City. The program also accounts for tree stump removal as needed and any miscellaneous tree work that may be required as a result of storms, accidents, disease, etc. The City routinely contracts for these services. In January the City solicited proposals from qualified private companies to perform street tree maintenance for the next year.

## **ANALYSIS**

A staff panel consisting of the field manager, contract manager and a service specialist reviewed each proposal. Proposals were compared on a competitive negotiation basis. Proposing firm's overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services, were considered critical. While cost was a very important consideration, it was not the deciding factor. The staff panel used the City's standard evaluation form for proposal ratings to rank the proposals. Exhibit A lists the seven proposals with their bid amounts.

The panel ranked California Tree Service first, and it was also the low bidder.

The Agreement is for the trimming of 2,428 trees throughout the City for the base agreement price of \$67,928. Included in the agreement is a guaranteed price for additional tree trimming, stump removal, diseased or storm damaged tree removal and any miscellaneous tree care work that the City may request which could potentially increase the agreement value to \$125,000.

**FISCAL IMPACT**

\$125,000 for the street tree maintenance program was included in the approved Public Works Department FY 2006-07 CIP budget.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be provided.

**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 professional services agreement with California Tree Service, Inc., of Escondido in the amount of \$67,928 for basic street tree maintenance and \$57,072 in potential City requested additional street tree work, for a total potential agreement amount of \$125,000 and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Gary P. Gurley  
Senior Property Agent

SUBMITTED BY:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Senior Management Analyst

Peter Weiss, Public Works Director

\_\_\_\_\_  
  
\_\_\_\_\_

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT  
FOR STREET TREE MAINTENANCE**

**BID SUMMARY**

|                             |              |
|-----------------------------|--------------|
| 1. California Tree Service  | \$67,928.00  |
| 2. Urban Tree Care          | \$78,723.70  |
| 3. Great Scott Tree Service | \$87,214.70  |
| 4. Aztec Tree Service       | \$98,616.90  |
| 5. West Coast Arborist      | \$143,134.00 |
| 6. Arbor West               | \$162,542.00 |
| 7. United Pacific Services  | \$163,692.00 |

# CITY OF OCEANSIDE

## PROFESSIONAL SERVICES AGREEMENT

### PROJECT: STREET TREE MAINTENANCE

THIS AGREEMENT is made and entered into this 24 day of FEBRUAR, 2006 by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and **California Tree Service, INC.**, 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. **INSURANCE.**

3.1. **Liability Insurance.**

3.1.1. 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.

## STREET TREE MAINTENANCE

**3.1.2.** 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 |
|--------------------------------------|-------------|

**3.1.3.** 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.

**3.1.4.** 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.

**3.2 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.

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

**5. 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.

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.

## STREET TREE MAINTENANCE

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

### 6. COMPENSATION.

6.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on 2,426 trees at \$28.00 per tree for a total Agreement price of **Sixty-seven Thousand Nine Hundred Twenty-eight Dollars and no cents (\$67,928.00.)** 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.

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.

### 7. SPECIAL PROVISIONS.

7.1 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.

7.2. 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," "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.

## STREET TREE MAINTENANCE

**7.3. 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.

**7.4. 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.

**7.5. 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.

**7.6. 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.

**7.7. 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, creed, color, sex, national origin, age or disability.

**7.8. 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 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.

## STREET TREE MAINTENANCE

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.

**7.9. 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.

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

**7.11. 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.

**7.12. 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.

## STREET TREE MAINTENANCE

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.

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

**7.14. 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.

**8. 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.

**9. 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.

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## STREET TREE MAINTENANCE

10. **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.

11. **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 24 day of FEBR, 2006

  
California Tree Service, INC.

\_\_\_\_\_  
Steven R. Jepsen  
City Manager

  
California Tree Service, INC

Approved as to form:

  
Assistant  
City Attorney

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of California

County of San Diego

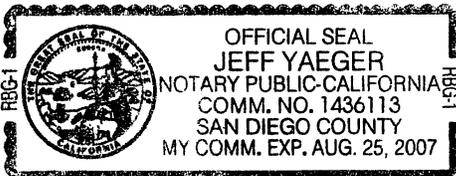
On 2/24/06 before me, JEFF YAEGER

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared ZELJKO JOBANIC

NAME(S) OF SIGNER(S)

personally known to me - **OR**  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.



WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY (IES)  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

# 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, shall be replaced or restored to their original condition to the satisfaction of the Project Manager and the City.
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

# STREET TREE MAINTENANCE

## EXHIBIT A SCOPE OF WORK

Manual Traffic Control for Construction and Maintenance Work Zones. Information and the required written notices are to be obtained from the CITY OF OCEANSIDE 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.

### 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)

## STREET TREE MAINTENANCE

### EXHIBIT A SCOPE OF WORK

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.

f. The use of climbing spurs or spike shoes shall not be permitted.

g. Trimming of the trees shall provide five (5) feet clearance from obstructed street standard, globe, or sign.

h. Trim to clear all adjacent structures by five (5) feet.

#### 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>0</sup> angle from horizon. Fronds shall

## STREET TREE MAINTENANCE

### EXHIBIT A SCOPE OF WORK

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 NAME                        | # OF TREES |
|-----|------------------------------------|------------|
| 1.  | 1600-2000 Blks S. Alvarado         | 34         |
| 2.  | 5000-5100 Blk. Andrew Jackson      | 56         |
| 3.  | 3900 Blk Bedford Ave.              | 28         |
| 4.  | 4100-4200 Blks Bonita Dr.          | 37         |
| 5.  | 300-3200 Blks Camarillo Ave.       | 34         |
| 6.  | 3600 Blk. Cerro Ave.               | 33         |
| 7.  | 400-700 Blks. N. Clementine St.    | 13         |
| 8.  | 200-600 Blks. S. Clementine St.    | 68         |
| 9.  | 200-700 Blks. N. Ditmar St.        | 38         |
| 10. | 200-600 Blks. S. Ditmar St.        | 66         |
| 11. | 1600-2000 Blks. S. Ditmar St.      | 51         |
| 12. | 200-700 Blks N. Freeman St         | 21         |
| 13. | 200-600 Blks. S. Freeman St        | 95         |
| 14. | 1600-2000 Blks. S. Freeman St      | 30         |
| 15. | 800-1000 Blks. Gallery Dr.         | 106        |
| 16. | 500 Blk. Gold Dr.                  | 18         |
| 17. | 5000 Blk. Gold Dr.                 | 30         |
| 18. | 1600 Blk. Hicks St.                | 20         |
| 19. | 300-700 Blks. N. Horne St.         | 15         |
| 20. | 100 Blk N. - 600 Blk. S. Horne St. | 67         |
| 21. | 1600-2000 S. Horne St.             | 18         |
| 22. | 1400-1800 Blks. Hunsaker St.       | 72         |
| 23. | 4100-4200 Blks. Lewis St.          | 55         |
| 24. | 1900-2000 Blks. S. Lincoln St.     | 7          |
| 25. | 1600 Blk. Lonnie St.               | 38         |
| 26. | 4100 Blk. Lopez St.                | 19         |
| 27. | 3400 Blk. Los Mochis Way           | 4          |
| 28. | 1700 Blk. Machado St.              | 22         |
| 29. | 4100 Blk. Marvin St.               | 26         |
| 30. | 1100-1200 Blks. Masterpiece Dr.    | 73         |
| 31. | 200 N. - 600 Blks. S. Meyers St.   | 40         |
| 32. | 600 Blk Michael St.                | 20         |
| 33. | 300-900 Blks. Michigan Ave.        | 44         |
| 34. | 300-1000 Blks. Minnesota Ave.      | 75         |
| 35. | 3100 Blk. Mira Mesa Ave.           | 37         |
| 36. | 300-1000 Blks. Missouri Ave.       | 61         |
| 37. | 3100 Blk. Morningside Dr.          | 17         |
| 38. | 600-800 Blks. Mosaic Cir.          | 33         |
| 39. | 1500 Blk. Morse St.                | 5          |
| 40. | 400-700 Blks. N. Nevada St.        | 9          |
| 41. | 200-600 Blks. S. Nevada St.        | 16         |
| 42. | 1600-2000 Blks. S. Nevada St.      | 32         |

## STREET TREE MAINTENANCE

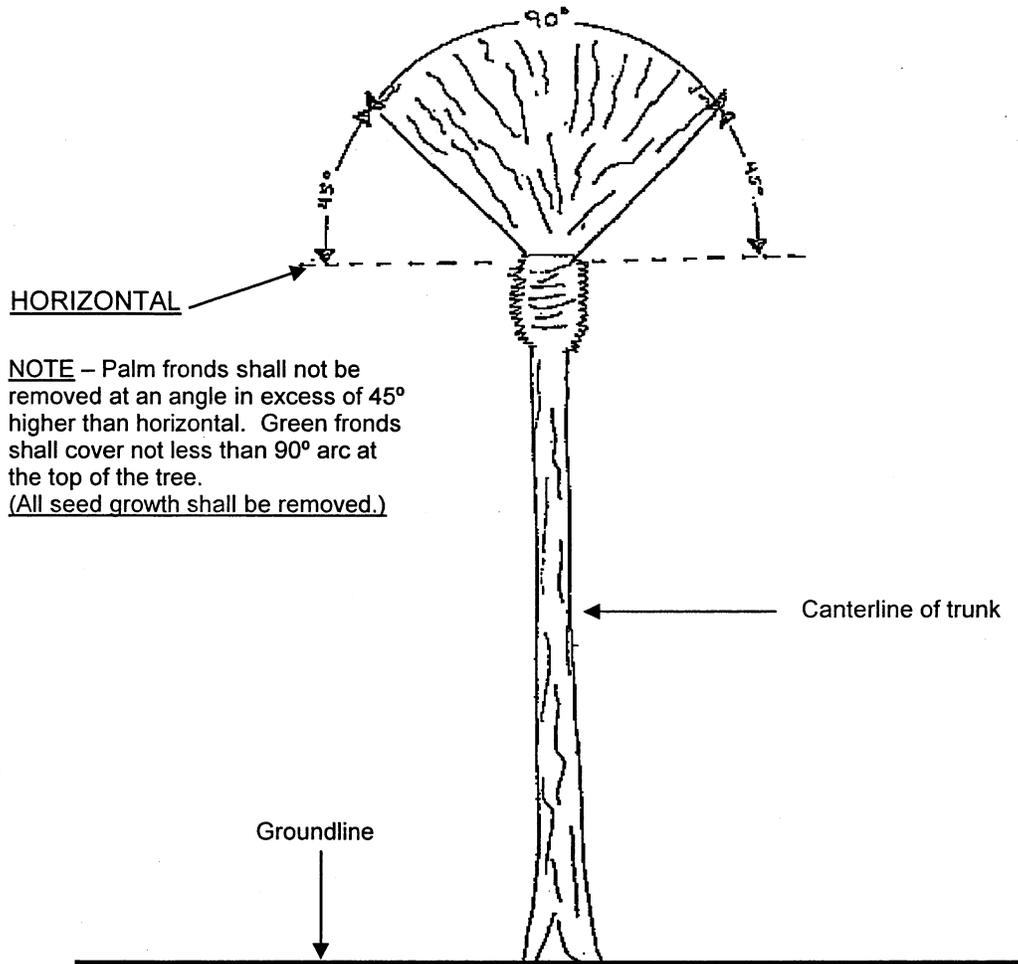
### EXHIBIT A SCOPE OF WORK

|     |                                |              |
|-----|--------------------------------|--------------|
| 43. | 100 Blk. Polk St.              | 36           |
| 44. | 3500 Blk. Raquel Dr.           | 15           |
| 45. | 3900-4000 Blks. Roselle Ave.   | 24           |
| 46. | 500-900 Blks. Seagaze Dr.      | 23           |
| 47. | 4300 Blk. Serena Ave.          | 58           |
| 48. | 39000 Blk. Shenandoah Dr.      | 38           |
| 49. | 3800-3900 Blks. Sherbourne Dr. | 37           |
| 50. | 500-900 Blks. Sportfisher Way  | 41           |
| 51. | 4100-4900 Blks. Stephanie Pl.  | 42           |
| 52. | 1400-1900 Blks. Stewart St.    | 85           |
| 53. | 500-900 Blks. Surfrider Way    | 12           |
| 54. | 4100 Blk. Tiberon Dr.          | 16           |
| 55. | 2700-3100 Blks. Thunder Dr.    | 86           |
| 56. | 400 Blk. Topeka St.            | 7            |
| 57. | 500-900 Blks. Topeka St.       | 32           |
| 58. | 100-600 Blks. S. Tremont St.   | 68           |
| 59. | 3200 Blk. Waring Ct.           | 15           |
| 60. | 3200-3900 Blks. Waring Rd.     | 56           |
| 61. | 4100 Blk. Waring Rd.           | 7            |
| 62. | 300-1000 Blks. Washington Ave. | 69           |
| 63. | 3800-4000 Blks. Wooster Dr.    | 68           |
| 64. | 2800 Blk. Yvonne St.           | 8            |
|     |                                |              |
|     | <b>Total</b>                   | <b>2,426</b> |

# STREET TREE MAINTENANCE

## DIAGRAM 1

### PALM TRIMMING SPECIFICATIONS

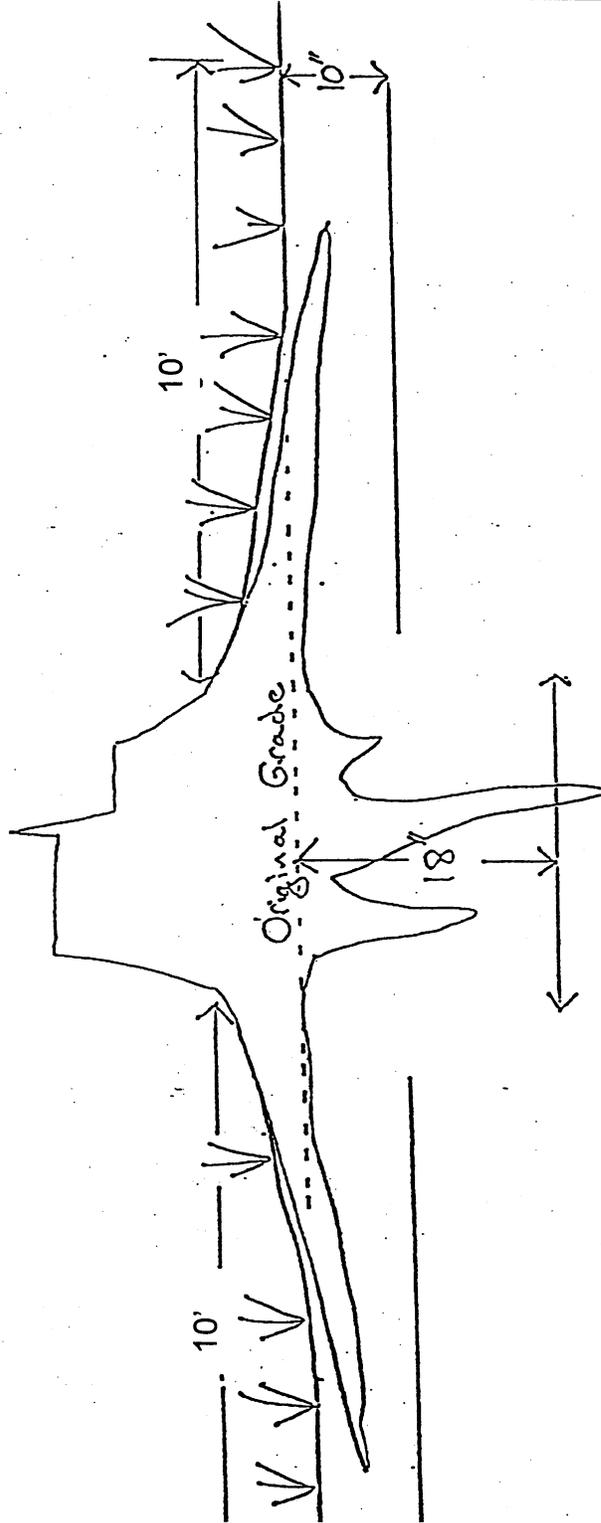


PALM TREE ANGLE REQUIREMENTS AT COMPLETION OF TRIMMING

# 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                       | 2,426                     | \$28.00           |
|    |                                     | <u>STUMP SIZE</u>         |                   |
| 2. | Stump Removal                       | (a) 0" - 6"               | 40.00             |
|    |                                     | (b) 7" - 12"              | 50.00             |
|    |                                     | (c) 13" - 18"             | 80.00             |
|    |                                     | (d) 19" - 24"             | 130.00            |
|    |                                     | (e) 25" - 30"             | 180.00            |
|    |                                     | (f) 31" - 36"             | 210.00            |
|    |                                     | (g) 37" - 40"             | 250.00            |
|    |                                     | (h) 41" - 46"             | 300.00            |
| 3. | Miscellaneous Work<br>(Hourly Rate) |                           | 95.00 per man     |