

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: February 22, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

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

**SYNOPSIS**

Staff recommends that the City Council approve a one-year professional services agreement with California Tree Service, Inc., of San Marcos in an amount not to exceed \$100,000 for street tree trimming, tree/stump removal services, and as-needed extra work Citywide; 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. Since that time, staff has contracted these services. Due to budget constraints, it was decided to do one-year agreements so the work could be re-assessed each year. In 2010, the City contracted these services to ValleyCrest Tree Care of San Diego for \$76,765. In December 2011, the City solicited proposals from qualified private companies to perform these services within the City's right-of-way. Requests for proposals were sent to companies on the City's vendor list, as well as noticed in local newspapers and on the internet.

**ANALYSIS**

The professional services agreement will include the trimming of 3,074 trees on selected streets. Seven proposals were received and 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 California Tree Service first and it was also the low bidder.

The agreement is for a term of one year commencing March 1, 2012, and ending February 28, 2013, for the base agreement price of \$69,165. 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 \$100,000. 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 \$69,165 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. The Contractor shall also provide a payment bond (material and labor) for 100 percent of the agreement price.

**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 one-year professional services agreement with California Tree Service, Inc., of San Marcos in an amount not to exceed \$100,000 for street tree trimming, tree/stump removal services, and as-needed extra work Citywide; and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Kiel Koger  
Maintenance and Operations Manager

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Teri Ferro, Financial Services Director

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

Exhibit A

**EXHIBIT A**

**BID SUMMARY**

<b><u>Bidder</u></b>	<b><u>Bid amount</u></b>
California Tree Service	\$69,165.00
Valley Crest Tree Care Services	\$75,313.00
West Coast Arborists	\$84,535.00
Singh Group	\$107,590.00
Aztec Landscaping	\$107,590.00
Mowbray's Tree Service	\$186,376.62
Trimming Land Co.	\$227,476.00



**CITY OF OCEANSIDE**

**PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**

**PROJECT: STREET TREE MAINTENANCE SERVICES**

This AGREEMENT, dated \_\_\_\_\_, 2012 for identification purposes, is made and entered into 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 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 CITY. 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. **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 this AGREEMENT.
4. **LIABILITY INSURANCE.**
  - 4.1. 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

## STREET TREE MAINTENANCE SERVICES

limited to premises and automobile.

**4.2** 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.

**4.3** 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.

**4.4** All insurance companies affording coverage to the CONTRACTOR for the purposes 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.

**4.5** 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.

## **STREET TREE MAINTENANCE SERVICES**

- 4.6 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this AGREEMENT 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.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this AGREEMENT.
- 4.8 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.
- 4.9 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.
5. **AGREEMENT BOND.** Prior to the commencement of any work under the AGREEMENT, the CONTRACTOR shall provide a good and sufficient Payment Bond that meets the requirements of California Civil Code section 3248, in a sum not less than one hundred percent (100%) of the total AGREEMENT price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this AGREEMENT.
6. **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 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.

## STREET TREE MAINTENANCE SERVICES

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

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONTRACTOR under this AGREEMENT shall be the property of the CITY. The CITY agrees to hold the CONTRACTOR free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONTRACTOR. CONTRACTOR may retain a copy of all material produced under this AGREEMENT for the purpose of documenting CONTRACTORs participation in this project.
  
8. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this AGREEMENT is based on 3074 trees at \$22.50 per tree for a total AGREEMENT price of **Sixty-Nine Thousand, One Hundred Sixty-Five Dollars and No Cents (\$69,165.00)**. AGREEMENT Unit Prices and additional work costs 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 \$100,000.00.

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

### 9. **SPECIAL PROVISIONS.**

- 9.1 **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 Project 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

## **STREET TREE MAINTENANCE SERVICES**

any person employed by the CONTRACTOR and working under this contract.

- 9.2 QUALITY OF WORK.** All work shall be performed in accordance with the best tree maintenance practices and National Arborists Association standards, and shall be in keeping with the high aesthetic level of the area being serviced. The Project Manager shall periodically inspect all maintenance operations and approve or reject the work performed, and methods or materials used.
- 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 contract. 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 also 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 contract prior to award of contract, including C-27 Landscaping, or C-61 Tree Trimming. 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 contract 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 contract. 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.

## **STREET TREE MAINTENANCE SERVICES**

**9.8 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 contract 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 contract 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 contract a minimum of two times each week.

**9.9 SAFETY REQUIREMENTS.** All work under contract 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 contract. 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 yearly work as specified by the Project Manager within 150 days, the Project Manager may:

- a) Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in AGREEMENT price;

## STREET TREE MAINTENANCE SERVICES

or

- b) Have such required work done by CITY forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

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.

Those discrepancies and deficiencies in the work that remain uncorrected may be the necessary justification for a billing adjustment in the month following the occurrence. Billing adjustments for this unsatisfactory service shall be permanent retention of 100% of the estimated cost for work that is incomplete or deficient as stated herein.

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

- a) Work required in the specifications, which is defective, incomplete or not performed.
- b) Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
- c) Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d) A reasonable doubt that the contract 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. TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on March 1, 2012 and ending on February 28, 2013, 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.

## **STREET TREE MAINTENANCE SERVICES**

11. **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.
12. **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.

13. **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.
14. **TERMINATION OF AGREEMENT.** Upon five (5) days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this AGREEMENT. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner, sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the AGREEMENT. All requirements of the AGREEMENT pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch list" items directed by the CITY's project manager.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this AGREEMENT. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the AGREEMENT up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from

**STREET TREE MAINTENANCE SERVICES**

the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

- 15. **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.

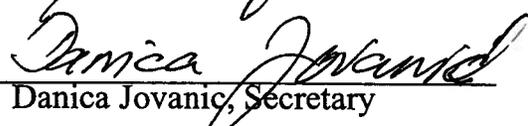
IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Contractor Services AGREEMENT to be executed by setting hereunto their signatures on the dates set forth below.

California Tree Service, Inc.

CITY OF OCEANSIDE

By:   
Zelko Jovanic, President

By: \_\_\_\_\_  
City Manager

By:   
Danica Jovanic, Secretary

APPROVED AS TO FORM:  
  
City Attorney

33-0590043  
Employer ID No.

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 1/23/12 before me, MIKE GUENDLING  
(Here insert name and title of the officer)

personally appeared DELJKO JOVANIC and DANICA JOVANIC

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.

*Mike Guendling*  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◆ Indicate title or type of attached document, number of pages and date.
  - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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

CONTRACTOR shall include in the bid price the cost of landfill fees and all costs for disposing of debris resulting from the work required by these specifications.

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.

**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

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

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.

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 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.

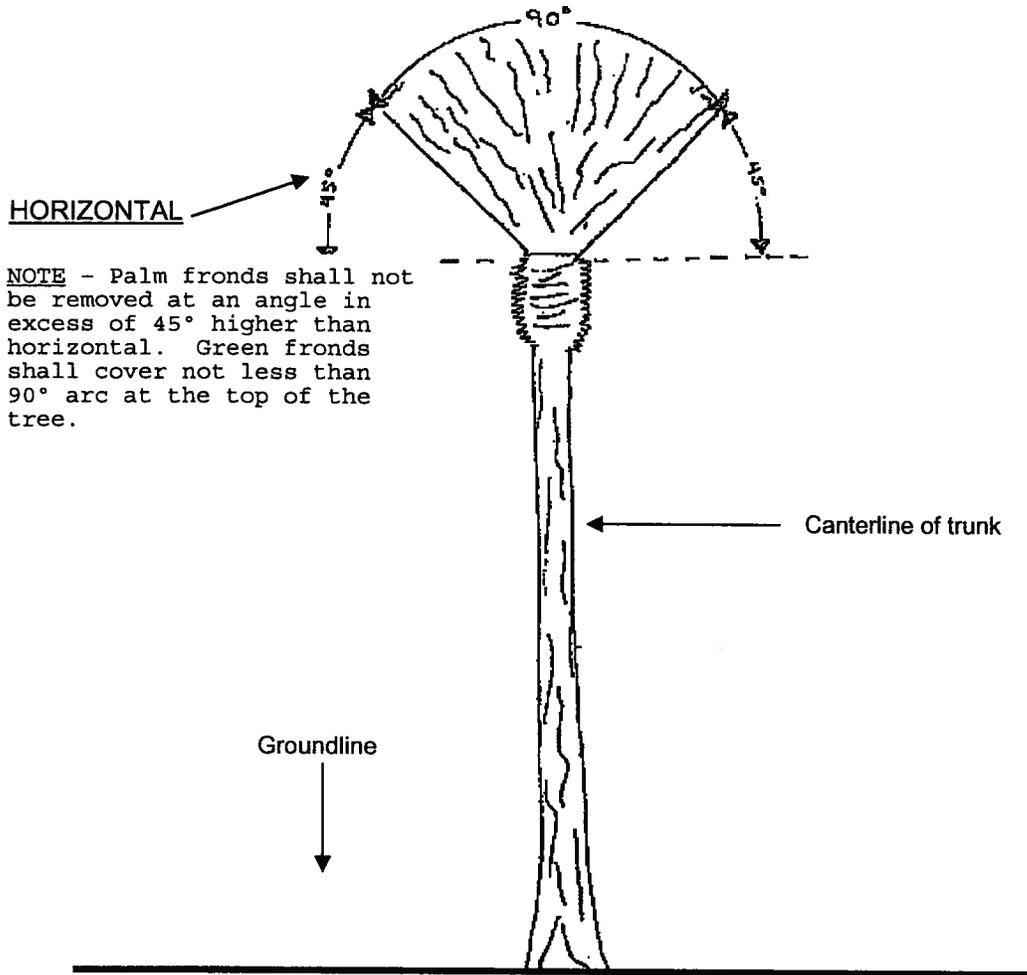
**STREET TREE MAINTENANCE SERVICES  
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- b. Cocos Palms. Trimming of Cocos Palms shall consist of the removal of all dead fronds, necessary live fronds, loose petioles, seed clusters, sheaths, flower spikes, loose hair, attached vines and similar material 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.
  - d. All trimming tools must be sterilized prior to trimming each tree.
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.
  - 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 SERVICES  
EXHIBIT A SCOPE OF WORK**

**WASHINGTONIA PALM TRIMMING  
SPECIFICATIONS**

**DIAGRAM 1**

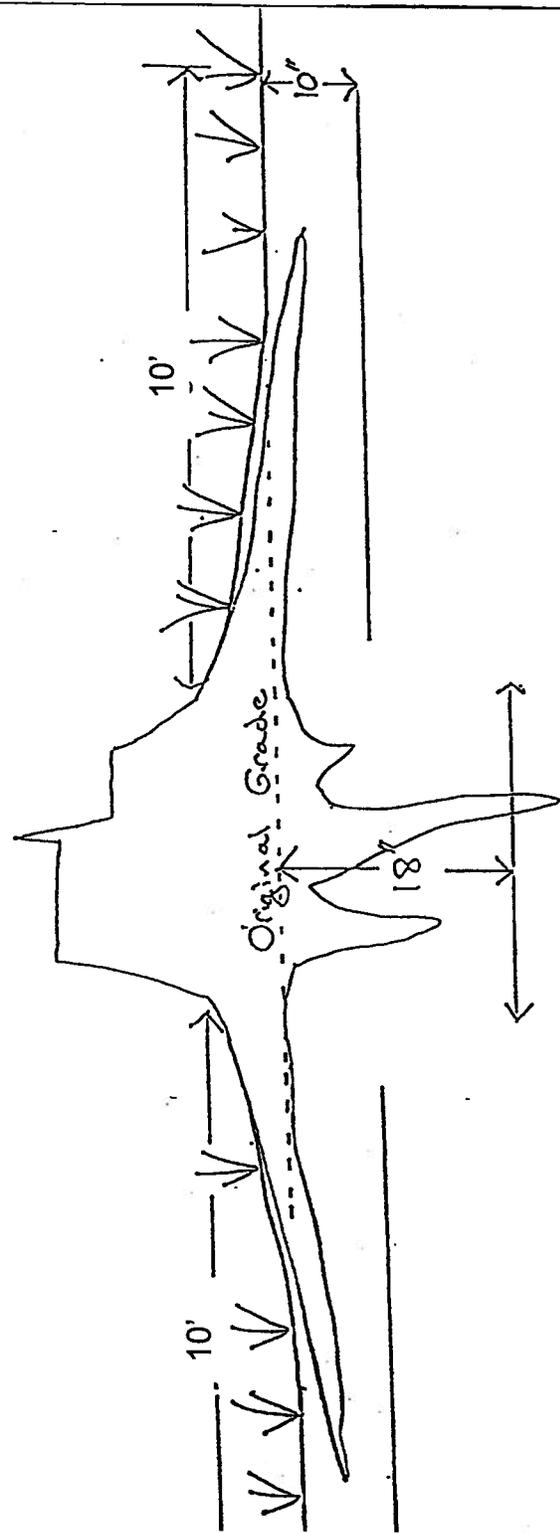


**PALM TREE ANGLE REQUIREMENTS AT COMPLETION OF TRIMMING**

STREET TREE MAINTENANCE SERVICES  
EXHIBIT A SCOPE OF WORK

DIAGRAM 2

STUMP REMOVAL SPECIFICATIONS  
ILLUSTRATION



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

**III. LIST OF AREAS TO BE TRIMMED**

<b>STREET TREES</b>		<b># of trees</b>
SURFRIDER, WY. 100-700 BLK	palm	73
WISCONSIN, AV. 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 BLK	palm	18
SEAGAZE, DR. 100-900 BLK	palm	24
PIER VIEW WAY 100-900 BLK	palm	58
TREMONT, ST. 1600-2100 BLK	palm	171
BROADWAY, ST. 1600-1900 BLK	palm	51
CIVIC CENTER DR,100-900BLK	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 WAY, 100-400 BLK	palm	15
SPORTFISHER. DR. 200-1100	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,100-700BLK	palm	43
N.&S. STRAND	palm	86
PINE, ST. 100 BLK	palm	10
NEVADA, ST. 100 N.	palm	4
N.&S. COAST HWY,	palm	488
WHALEY, ST. 300-500 BLK	palm	27
CASSIDY, ST 100-1500 BLK	palm	82
ALVARADO, ST. 2000 BLK	palm	66
FREEMAN, ST. 1600-2000BLK	palm	20
ALVARADO, ST. 1600- 2000 BLK	palm	66
DITMAR, ST. 1600-2000 BLK	palm	81
KELLY,ST. 300-700 BLK	palm	45
NEVADA ST. 100 BLK N.	palm	4
OCEANSIDE BLVD. 100-500 BLK	palm	37
SARBONNE DR. 2300-2500 BLK	palm	31
CORNISH RD. 1300 BLK	palm	37
DUNSTIN ST. 2500 BLK	palm	14
GODFREY ST. 200 BLK	palm	8
	<b>TOTAL</b>	<b>2475</b>

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

		<b># of trees</b>
<b>MEDIAN AND PARKWAY TREES</b>		
PACIFIC ST. WISCONSIN, TO SPORTFISHER,	palm	177
PIER VIEW UNDERCROSSING AT CLEVELAND, ST.	palm	4
REGAL P-LOT, CLEVELAND, ST. AT MISSION AVE.	palm	33
CLEVELAND, ST. PARKING LOT. N, OF PIERVIEW	palm	6
NO. COAST HWY. AT HARBOR DR.	palm	10
MISSION AVE (EAST) I-5 TO BARNES	palm	13
MISSION AVE. MEDIANS (WEST) OF I-5 AT PIRATE COVE	palm	27
NO. COAST HWY AT SR-76	palm	39
I-5 AT MISSION AVE. NO/BOUND OFF RAMP	palm	6
I-5 AT MISSION AVE. NO/BOUND ON RAMP	palm	26
 VISTA WAY, S/OF STEWART ST.	 palm	 style="text-align: right;">6
<b>COASTAL RAIL TRAIL</b>		
CASSIDY AT BROADWAY SOUTH	palm	6
CASSIDY AT MYERS SOUTH	palm	7
<b>COLLEGE BLVD PARKWAYS &amp; MEDIANS</b>		
COLLEGE BLVD MEDIAN, OLIVE TO ROSELLE AVE.	palm	94
 FOUSSAT RD. MESA TO NOREEN WAY	 palm	 style="text-align: right;">18
ADAMS ST. MEDIAN, E/OF COLLEGE	palm	10
DOWNS ST. S/OF FIRE MOUNTAIN DR	palm	10
EL CAMINO REAL. VISTA WAY TO MESA DR.	palm	60
 OCEANSIDE BLVD. GATE INTO EL CORAZON	 palm	 style="text-align: right;">6
OLD GROVE RD. MEDIAN MISSION AVE. TO GODWIT	palm	37
SKYHAVEN DR. AT CALAVERA LANE	palm	4
	<b>TOTAL</b>	<b>599</b>

**STREET TREE MAINTENANCE SERVICES  
EXHIBIT B UNIT PRICES**

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>
1. Tree Trimming	3,074	\$22.50
 <u>ADDITIONAL WORK</u>		
2. Tree and Stump Removal (Unit price per inch DBH)		\$18.50
Miscellaneous Work (Hourly Rate)		
3. (3 man crew with boom truck and brush chipper)		\$225.00
Miscellaneous Work (Overtime Rate)		
4. (3 man crew with boom truck and brush chipper)		\$285.00
Miscellaneous Work (Hourly Rate)		
5. (2 man crew with brush chipper)		\$150.00
Miscellaneous Work (Overtime Rate)		
6. (2 man crew with brush chipper)		\$190.00
7. Tree Inventory (Unit Price per Tree)		\$5.00

Hourly Rate is the cost per hour for less than a full days work (8 hours) during normal business hours. A normal business work day is defined as eight work hours Monday – Friday between the hours of 7:00am and 5:00pm

Overtime Rate is the cost per hour in excess of a full work day or work required to be performed outside the normal work day hours. Project Manager must approve all overtime hours prior to working them. Weekends and holidays will be paid at the Overtime Rate.