

**CITY OF FULLERTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 2017 by and between West Coast Arborists (hereinafter "Contractor"), and the City of Fullerton, a municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

1. The City desires to retain a Contractor having special skill and knowledge in the field of Street Tree Maintenance Services.
2. Contractor represents that Contractor is able and willing to provide such services to the City and is licensed by the State of California to provide Street Tree Maintenance Services.
3. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional Tree Maintenance firm.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

I. DEFINITIONS (if any) N/A

II. TERMS AND CONDITIONS

A. TERM

The term of this contract shall commence on July 1, 2017, and terminate on June 30th, 2018 unless earlier terminated as set forth in Section H, below. City is hereby granted an option to renew for up to five (5) additional one (1) - year periods on the terms and conditions set forth herein. Said options shall be exercised in writing at least thirty (30) days prior to the end of the initial term or any extension thereof.

B. CONTINUED FUNDING

In the event funding is not allocated for parking control enforcement services during the annual budget approval process, the City shall notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period, and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

C. COMPENSATION

1. City agrees to pay and contractor agrees to accept as total payment for its services, the rates and charges set forth in contractor's proposal, attached hereto and incorporated by reference. The amount to be expended for services shall not exceed \$1,183,170 annually during the term of this agreement.

2. Invoices

- a. The contractor shall submit a monthly invoice by the fifteenth of the month to the City for the services rendered in the prior month.
- b. All invoices for work performed under this contract shall be submitted in a format approved by the City. Invoices shall include the following information at a minimum:
 - i. Contractor's invoice number
 - ii. Beginning and ending dates for services
 - iii. City project number and/or name (if applicable)
 - iv. Work site address/location (if applicable)
 - v. Unit cost, subtotals and total for invoice

3. Payment by City shall be made within sixty (60) days following receipt of proper invoice, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance of a professional parking control enforcement services.

4. Extra Work

No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. The contractor will be required to provide detailed information of such extra work. Documentation of contract compliance may be required on some occasions. Work performed prior to obtaining written approval of the City shall not be included within the Scope of Work and may not be paid.

D. INDEPENDENT CONTRACTOR

Contractor shall during the entire term of this contract, be construed to be an independent contractor and not an employee of the City. This contract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the manner in which contractor performs the services required by this contract. However, the services to be provided by contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's Social Security taxes, unemployment insurance, and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

E. INSURANCE

Prior to undertaking performance of work under this contract, contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from and damage to property, resulting from any act or occurrence arising out of contractor's operations in the performance of this agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal

injury, including death resulting therefrom, and property damage, in the total amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate. Such Insurance shall (a) name the City, its officers, employees, agents, volunteers, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions. A sample additional insured endorsement is attached hereto as Exhibit H.

2. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and nonowned automobiles.
3. Worker's Compensation Insurance. In accordance with the provisions of Section 3300 of the Labor Code, contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Prior to commencing the performance of the work under this contract, contractor agrees to obtain and maintain any employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) per accident.
4. If contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than One Million Dollars (\$1,000,000) per claim.
5. The following requirements apply to the insurance to be provided by contractor pursuant to this section:
 - a. Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this agreement.
 - b. Certificates of insurance shall be furnished to the City upon execution of this contract and shall be approved in form by the City Attorney.
 - c. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
6. If contractor fails or refuses to produce or maintain the Insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this contract. Such termination shall not affect contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

F. HOLD HARMLESS/ INDEMNIFICATION

To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the "indemnified parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses

(including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a claim; collectively, "claims"), which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under this contract (including, without limitation, defects in workmanship and/or materials) or contractor's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of contractor, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require contractor to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the indemnified parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this contract. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the contractor.

G. NOTICE

Any notice, tender, demand, delivery or other communication pursuant to this agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, sent by tele facsimile communication, or via e-mail to the following persons:

To City: Dennis Quinlivan, Deputy Director Public Works Department
City of Fullerton
1580 W. Commonwealth Ave.
Fullerton, CA 92833

To Contractor: West Coast Arborists, Inc.
Attn: Patrick Mahoney
2200 E. Via Burton
Anaheim, CA 92806

H. TERMINATION

The City reserves the right to terminate the contract as follows:

1. In the event contractor fails or refuses to timely perform any of the provisions of this agreement in the manner required, or if contractor violates any provision of this agreement, contractor shall be deemed in default. City shall provide written notice of such default to contractor's project manager. Contractor shall cure said default within a period of two (2) working days. If such cure is not completed in a timely manner, City may assess liquidated damages or terminate the agreement forthwith by giving written notice to contractor's project manager. City may, in addition to the other remedies provided in this agreement or authorized by law, terminate this agreement by giving written notice of termination. Contractor shall be responsible for all costs incurred by City, including replacement costs of equipment and labor required to provide service during contractor's default. In the event of such termination for cause, City shall pay contractor that portion of compensation specified in the agreement that is earned and unpaid prior to the effective date of termination. Contractor shall not be entitled to any

compensation for lost profits if terminated for cause.

2. This agreement may be terminated without cause by City upon thirty (30) days written notice delivered to the contractor either personally or by mail. Upon termination, City shall pay to contractor that portion of compensation specified in the agreement that is earned and unpaid prior to the effective date of termination.
3. In addition to, or in lieu of, remedies provided in this agreement or pursuant to law, City shall have the right to withhold all or a portion of contractor's compensation for contract services if, in the judgment of the Project manager or designee, the level of service falls below appropriate standards and/or contractor fails to satisfactorily perform contract services. City shall have the right to retain funds withheld until the Project manager or designee determines that contract services are performed as well and as frequently as required by this agreement.

I. CONTRACTOR OPTION FOR TERMINATION

The contractor may request termination of the contract when conditions during the contract make it impossible to perform or when prevented from proceeding with the contract by act of God, by law or official action of a public authority or in the event of nonpayment by the City. Such request will require one-hundred eighty (180) days written notice prior to contract termination date requested. In the event of nonpayment of undisputed sums by the City, contractor shall give the City thirty (30) working days to cure the alleged breach.

J. LIQUIDATED DAMAGES

If the City determines that the contractor breaches its promise to provide services in compliance with the Terms and Conditions of applicable laws and regulations, and the specifications set forth above, it would be impracticable and extremely difficult to determine the damage to City arising from such breach. Therefore, in the event of contractor's breach, contractor shall pay to City sum of \$200 per occurrence for such breach, in addition to any cost, fines, etc. levied against the City.

K. EMPLOYMENT OPPORTUNITIES FOR FULLERTON RESIDENTS

Contractor shall solicit and advertise employment opportunities to Fullerton residents. The City shall inform the contractor of areas to publicize recruitment opportunities, such as work centers and community centers. Such effort and procedure will be provided to the City for review.

L. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

1. Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the (*particular relevant statutes and/or regulations*) and as it may be amended or updated throughout the term of this contract.

M. ASSIGNMENT

Inasmuch as this contract is intended to secure the specialized services of contractor, contractor may not assign, transfer, delegate or subcontract any interest herein without the prior written consent of City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void.

N. JURISDICTION – VENUE

This contract has been executed and delivered in the State of California and the validity, interpretation, performance and enforcement of any of the clauses of this contract shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this contract.

O. FINES

The contractor shall be liable for all violation fines levied against the City by federal, state, or local agencies with regulatory authority related to contractor provided services.

P. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF FULLERTON

Lucinda Williams
City Clerk

Donald K. Hoppe
Public Works Director

APPROVED AS TO FORM:

City Attorney

By: _____
Assistant City Attorney

CONTRACTOR: WEST COAST ARBORISTS, Inc.

Patrick Mahoney, President
Tax ID# 95-3250682

(Name, title, and signature)

O. FINES

Contractor shall be liable for all violation fines levied against the City by federal, state, or local agencies with regulatory authority related to Contractor provided services.

P. PREVAILING WAGE

Q. MISCELLANEOUS PROVISIONS

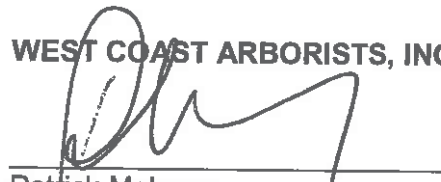
1. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify the City fully, including reasonable costs and attorneys' fees, for any injuries or damages to the City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
2. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF FULLERTON


Donald K. Hoppe
Director of Public Works

WEST COAST ARBORISTS, INC.


Patrick Mahoney
Tax ID# 95-3250682

ATTEST:

Lucinda Williams
City Clerk

APPROVED AS TO FORM:

Richard D. Jones
City Attorney

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

DUTIES AND RESPONSIBILITIES

A. INTENT

- (1) To provide full and complete contract tree maintenance services for parks, parkways and median trees throughout the City herein described, and that such trees be kept in a safe, vigorous, and aesthetically attractive condition at all times.

B. DESCRIPTION OF CONTRACTED SERVICES

- (1) Furnish all labor, equipment, materials, and supervision to perform tree maintenance as described herein including, but not limited to, the following:
 1. tree trimming;
 2. tree removal;
 3. tree planting;
 4. root barrier and installation;
 5. root pruning;
 6. pesticide application;
 7. disposal, clean up, and recycling of green waste;
 8. emergency services;
 9. electronic management of all work records, tree inventory and software updating

C. MINIMUM REQUIREMENTS

- (1) Contractor must have been in the business of providing full service tree maintenance programs to governmental agencies and/or municipalities that includes, but is not limited to the pruning, removal and replacement of trees for at least five (5) years. In addition, Contractor must provide five (5) references with contact information for the main agency manager.
- (2) Contractor must show, through documentation by records of past performance and references, a corporate capability that includes the ability to perform the following work, both consistently and concurrent with other required services:
 1. Annually trim approximately fifteen thousand (15,000) trees ranging in size from three (3) inches to more than forty five (45) inches in diameter and with heights up to one hundred (100) feet.
 2. As part of the fifteen thousand mentioned in Item (1.) above, *annually* trim as many as one thousand four hundred and thirty three (1,433) palms of various species and heights.

3. As part of the fifteen thousand mentioned in Item (1) above, *annually* trim as many as one thousand seven hundred and seventy four (1,774) trees in the downtown area.
 4. The City will not allow workers gaffing into palms as a substitution for equipment that does not meet equipment height requirements. The Contractor must be prepared to trim trees based on seasonal appropriateness and the logistical needs of the City.
 5. Annually remove and grind the stumps of from five hundred (500) up to one thousand (1,000) trees ranging in size from three (3) inches to forty five (45) inches in diameter, with work occurring during regular business hours. The Contractor must show documentable experience in the safe removal of mature trees using methods of rigging, including the use of cranes. Residual tree stumps left in place due to emergency tree removal shall be ground within one month or less of original tree removal date.
 6. Annually, supply and plant as many as five hundred (500) trees ranging in size from a fifteen (15) gallon, to twenty-four (24) inch box to thirty-six (36) inch box-size nursery stock. The Proposer shall exhibit, by portfolio and references, experience with planting project of the scope and quantity described herein.
 5. Annually water and maintain approximately five hundred (500) young trees with a regularly scheduled work plan.
- (3) Contractor shall exhibit, by portfolio and references, the capacity to respond to emergency tree incidents, ranging from limb failures on single trees to storm related damages affecting many trees, in a manner that meets the needs of the City.

D. WORKING HOURS

- (2) Normal working hours shall be within a ten-hour day between the hours of 7:00 AM and 5:00 PM, Monday through Friday. No Saturday or Sunday work is to be scheduled without prior written permission from the City, unless it is an emergency situation. No motorized equipment shall be operated before 7:00 AM or after 5:00 PM.
 1. Normal business hours are according to the Municipal Code, 15.90.050. Activities with special provisions.
 2. Noise sources associated with the maintenance of real property, provided said activities take place between 7:00 a.m. and 8:00 p.m. on any day except Sunday or a federal holiday, or between the hours of 9:00 a.m. and 8:00 p.m. on Sunday or a federal holiday.

E. LEVEL OF MAINTENANCE

- (1) All work shall be performed in accordance with the **HIGHEST INDUSTRY STANDARDS**, as stated in the enclosed maintenance specification description. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.
- (2) If, in the judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week, or month. Payment will be retained for work not performed until such time as the work is performed to City standard. Deductions will be made based on the unit costs shown in Exhibit F.
- (3) The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

F. QUALITY OF WORK AND MATERIALS

- (1) All material and equipment furnished by the Contractor shall be high grade, and free from defects and imperfections. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to the approval of the Contract Manager or designee. All materials used shall be approved in advance by the Contract Manager or designee.

G. WORKMANSHIP AND SUPERVISION

- (1) The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the specifications expressed within the Scope of Work. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). Any order given to supervisory personnel shall be delivered to the Contractor. The supervisor assigned must be identified by name to ensure coordination and continuity.
- (2) At a minimum, Contractor shall provide, in addition to one (1) full time supervisor, and up to three (3) pruning crews.

Each Pruning Crew shall consist of, at minimum:

Three (3) employees – 1 foreman and 2 tree trimmers

One (1) boom truck

One (1) chipper truck

One (1) chipper and pruning equipment including, but not limited to, chain saws, pole pruners, and pole saws.

Each Large Crew shall consist of at minimum:

One (1) foreman

Two (2) tree trimmers

Six (6) ground workers

Three (3) boom trucks

One (1) loader with a grappler attachment

Two (2) roll off forty (40) yard containers.

In addition, Contractor must be able to provide removal and planting crews on a monthly basis or as needed.

Foremen and tree trimmers shall be qualified line clearance workers or certified arborists.

H. SUPERVISION OF CONTRACT

- (1) All work shall meet with the approval of the City's project manager or designee. There shall be, at a minimum, a monthly meeting with Contractor and the City's representative to determine progress and to establish areas needing attention. A daily maintenance schedule will be submitted electronically to the City every morning. The supervisor of this contract shall be available to meet with the City's representative daily during working hours, as necessary.
- (2) Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

I. SPECIFICATIONS

- (1) All work shall conform to the pruning standards as noted in the American National Standard Institute, ANSI A300 (Part 1) – 2008 Pruning Standard and the companion publication Best Management Practices, Tree Pruning (Revised 2008). In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.

- (2) Contractor shall comply with Standards of the Division of Occupational Safety and Health (CAL OSHA) and the American National Standard Institute (ANSI), Z133.1-1988, Safety Requirements.
- (3) These specifications are intended to cover all labor, material and standards of architectural, landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by Contractor as if described in the specifications.

J. PROVISIONS FOR EXTRAS

- (1) No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved in writing by the City's Project Manager before the work is commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs which were made without prior City approval. Documentation of contract compliance may be required on some occasions.
- (2) Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.
- (3) The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's Contract Manager or designated representative. The Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. Any price adjustments shall be made by mutual consent of the parties in that case.

L. STREET CLOSURES, DETOURS, BARRICADES

- (1) Warning signs, lights, and devices shall be installed and displayed in conformity with "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California, Department of Transportation and as directed by City staff.
- (2) If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.
- (3) Traffic control plans shall conform to the current Standards and Guidance of the CA-MUTCD.

M. DISPOSAL

- (1) All debris generated by the Contractor in the performance of work shall become the property of the Contractor from and after the time of site clean-up. The Contractor shall dispose of all generated debris at no additional cost to City and shall dispose of debris as is consistent with the requirements of AB 939.
 1. Provide disposal reports.
 2. As requested, City may request Contractor to dump tree mulch at City owned sites at no extra cost to City.
 3. All green waste produced as a result of the Contractor's operations under this Agreement shall be reduced, reused, and/or recycled, by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.
 4. Wood chips:
 - a. Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each monthly invoice.
 - b. At the direction of the City's Contract Manager, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips may be dumped in specific locations in the City.

If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner including indicating location and amount of material to be used at that location.

N. RECORDS

- (1) Contractor shall provide and operate, at no cost to the City, a computerized tree inventory system that is capable of uploading historic data and that is compatible with the current tree inventory provided by current contractor (Arbor Access) inventory system (web-based SQL Server 2008).
 1. This system shall be password accessible twenty four (24) hours each day of the year via the internet.
 2. Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of an awarded contract.

3. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory.
 4. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known.
 5. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City.
- (2) Contractor will provide on a monthly basis to the Contract Manager or designee a report of any changes noted or performed by the Contractor to the City's existing tree inventory.

O. EMERGENCY SERVICES

The Contractor will provide the City a 24- hour emergency phone number and name of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occurs. These Contractor representatives shall respond to said emergency within thirty (30) minutes of receiving notification and mobilize field staff to respond to the emergency within two (2) hours.

P. SCHEDULES

The City operates on a three (3) year prune cycle, trimming approximately 40,000 to 45,000 trees. This results in the need to prune approximately 14,000 trees including 1,433 palms by grid prune per year.

(1) Annual Schedule

Upon contract award, the successful Proposer shall be required to submit a work schedule based on the City's annual pruning requirements, removal and placement program, and planting Project. The proposal shall include a recommended annual work program, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

- a. The Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
- b. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

(2) Monthly Schedule

1. Contractor shall meet with the City twice a month to discuss work performance, special instructions, any problems encountered and upcoming schedules.
2. The contractor shall send changes to the schedule to the City's Project Manager or designee at least twenty-four (24) hours before the scheduled time for the work.
3. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week or month.

(3) Daily Schedule

The Contractor shall meet with the City's representative daily for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Changes to daily schedules can be made verbally or by email to the City's Project Manager or designee.

(4) Performance on Schedule

The Contractor will be provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity and procedure for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed on the day scheduled, as shown on the daily schedule.

S. PERFORMANCE DURING INCLEMENT WEATHER

- (1) During periods when inclement weather hinders normal operations, the Contractor shall adjust its work force to accomplish those activities that are not affected by weather.
- (2) Contractor shall immediately notify the City's Contract Manager or designee prior to removing the work force from the job site for agreement on degree of inclement weather or other reasons. If the Contract Manager or designee cannot be reached, the Contractor shall notify the Landscape Maintenance Services Supervisor.

T. PUBLIC NOTICING

Contractor shall supply and post standard signage on the trunk of the tree at the site work at which work is to be performed, **at least (72) hours in advance** of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree such as twine. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone or a three foot stake and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

U. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a twenty-five (25) percent chlorine bleach solution or one hundred (100) percent Lysol, after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor.

V. WILDLIFE PROTECTION

- (1) The Contractor shall have a wildlife protection program that outlines employee protocol when discovering wildlife in trees scheduled for pruning. A copy of the program material shall be made available to the Project Manager or designee.
- (2) Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the verbal or written permission of the City Arborist or designated representative. At no time shall any nest or wildlife be removed from its location.
- (3) In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify the City's Animal Control service and/or the nearest appropriate animal rescue facility, as identified in the Contractor's submittal required herein regarding "Protection of Wildlife", shall be contacted for assistance.

W. UNDERGROUND EXCAVATIONS

The Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor shall contact Underground Service Alert (1-800-227-2600) 48 hours before commencing any excavation, to locate underground service lines. Contractor shall be responsible for removal of underground markings on completion of scheduled removal and stump grind.

III. TECHNICAL MAINTENANCE SPECIFICATIONS

A. TREE INVENTORY

- (1) Contractor shall provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City as each zone is pruned. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields:

- (2) Tree Location

1. A Global Positioning System (GPS) tree inventory shall be created with a new database using the City's standardized addressing system for all City owned or maintained easement. The Contractor shall be required to create an ESRI ArcGIS compatible "shapefile".
2. The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).
3. The tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. The minimum accuracy shall be not more than one (1) sub-meter.
4. The systems should be able to export a shapefile that includes all tree attributes. Latitude/Longitude, Species, Height, DBH, Age or Date Planted (if available), ID number (for linkage to maintenance records), etc.

- (3) Tree condition

1. General condition of individual trees
2. Condition of surrounding hardscape (i.e. displaced or recent repairs or any lift over three quarters (3/4"))

IV. GENERAL MAINTENANCE REQUIREMENTS

All maintenance functions shall be performed in accordance with the following specifications. The City shall have the right to determine schedule days and the extent and frequency of additional "as needed" services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the listed trees.

All operations will be conducted so as to provide maximum safety for the public and minimize disruption of the public use of City streets.

Hazardous evaluation of trees or palms at time of trimming and reported through work order system: While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments (lifted over three quarters (3/4")), all hazardous situations should be corrected or promptly reported to the City. Any structural

defect or weakened tree shall be reported to the City's Contract Manager. This information will be updated, at a minimum, on a weekly basis.

Remove leaves, weeds, trash, and other debris from landscaped areas and disposed of off-site.

Clean sidewalks, roadways, and any other areas littered or soiled by Contractor maintenance operations.

Maintain the premises free of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his/her construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Existing City trash containers shall not be used for the disposal of debris collected by the Contractor.

Prune trees adjacent to roadway intersections to provide adequate sight distance for vehicles entering the intersection.

Prune trees materials so that all traffic control signs are clearly visible to approaching drivers.

Notify the City immediately of any unusual and hazardous conditions at the work site.

A. HARDWOOD TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning varies based on the type or purpose of pruning.

(1) General Specifications for hardwood tree pruning

1. Contractor shall consult with the City Arborist before making any cuts that could result in permanent disfigurement of the structure of any tree.
2. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of seventeen feet (17') above the paved surface of the street and fourteen (14') feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City Arborist.
3. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
4. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

5. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
6. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
7. All dead and dying branches and branch stubs shall be removed.
8. All broken or loose branches shall be removed.
9. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed or reduced to half the diameter of the parent branch.
10. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
11. Selectively reduce and/or remove branches that create sight line conflicts with traffic control signs and/or devices.
12. Selectively reduce and/or remove branches that are within five (5) feet of a structure.
13. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
14. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise.
15. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
16. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
17. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the City.

18. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
19. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
20. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
21. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
22. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.
23. Conifers shall typically be pruned in late winter or early spring.
24. Contractor shall avoid damaging the central leader on all conifers.
25. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.

(2) Prune Classifications for Hardwood Trees

1. A **Light Prune** is performed when conditions within the crown of a hardwood tree are such that only **target** pruning is needed. Trees that are identified and mutually agreed upon as a candidate for a Light Prune shall have no more than 15% of the live foliage removed. A Light Prune typically consisting of trees in a condition requiring a minimized removal of dead, diseased, detached, and broken branches. Additional minimized crown raising for vertical clearance and removal of sucker growth may be required. This classification could apply to younger trees needing minimal attention to more mature specimens with slowed growth rate.
2. A **Grid Prune** is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Grid Prune shall have no more than 25% of the live foliage removed.
3. A **Large Scale Prune** is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a

Large Scale Prune shall have more than 25% of the live foliage removed, have a diameter breast height above 29", and/or a 50' spread. All Large scale pruning shall be pre-authorized by the City Arborist or designee.

4. A **Service Request Prune** shall require Contractor to provide tree maintenance services on designated tree(s) as ordered by the City Arborist or designee. Duration of tree maintenance services could be less than one full work day, requiring Contractor to mobilize to another work area. Most assignments will require several job site set ups to perform the work dependent on field conditions.
 - a. Structural Prune is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems. Structural pruning is used on young and medium-aged trees to help engineer a sustainable trunk and branch arrangement. This pruning type can be summed up in the phrase: subordinate or remove codominant stems. Small-maturing trees and shrubs are structurally pruned to properly space codominant stems, reduce or remove rubbing limbs, and provide desirable crown configuration. All branches are to be kept less than half the trunk diameter. Spacing scaffold limbs allows for the trunk and leader to develop properly, gives the canopy a more balanced form, and reduces wind resistance. Suppress growth on branches with included bark to minimize the chance of breakage.
 - b. Crown Cleaning: or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Cleaning is the selective removal of dead, diseased, detached, and broken branches. This type of pruning is done to reduce the risk of branches falling from the tree and to reduce the movement of decay, insects, and diseases from dead or dying branches into the rest of the tree. Cleaning is the preferred pruning type for mature trees because it does not remove live branches unnecessarily. Cleaning removes branches with cracks that may fail when the interior wood dries.
 - c. Crown Thinning: includes the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. . Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
 - d. Crown Reduction: is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off

limbs that are subject to decay. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

- e. Crown Restoration: is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. Restoration is the selective removal of branches, sprouts, and stubs from trees that have been topped, severely headed, vandalized, lion tailed, broken in a storm, or otherwise damaged. The goal of restoration is to improve a tree structure, form, or appearance
- f. Crown Raising: consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

B. PALM TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning. *Palm Pruning* consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

(1) The specifications for the pruning of Queen Palm trees are as follows:

1. Queen Palm (*Syagrus romanzoffianum*): Palm pruning is the removal of fronds, flowers, fruit, stems, or loose petioles that may create a hazardous condition. Palms also may be pruned for aesthetic reasons to eliminate sprouts and stems or dead fronds and seedpods. Live, healthy fronds should not be removed. If they must be removed, however, avoid removing those that initiate at an angle of 45 degrees or greater above horizontal. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. Climbing spikes should not be used to climb palms for pruning.
2. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bees, rodents, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City Arborist immediately.

3. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

(2) The specifications for the pruning of Canary Island Date Palm trees are as follows:

1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. The Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.
2. Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
3. Fronds shall be trimmed using a handsaw, pole saw, or chainsaw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in a twenty-five (25) percent chlorine bleach solution or one hundred (100) percent Lysol, before and after the tool is used to cut the fronds of any other palm tree.
4. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning.
5. The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

(3) The specifications for the pruning of Date Palm trees are as follows:

1. Date Palm (*Phoenix dactylifera*): Spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. The Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole

bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

- (4) The specifications for the pruning of King Palm trees are as follows:
 1. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
- (5) The specifications for the pruning of Mexican Fan Palm trees are as follows:
 1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Mexican Fan Palm (*Washingtonia robusta*): Spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
- (6) The specifications for the pruning of California Fan Palm trees are as follows:
 1. California Fan Palm (*Washingtonia filifera*): Spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.
- (7) The specifications for the pruning of Windmill Palm trees are as follows:
 1. Windmill Palm (*Trachycarpus fortunei*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (8) The specifications for the pruning of Pindo Palm trees are as follows:
 1. Pindo Palm (*Butia capitata*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
 - 2.
- (9) The specifications for the pruning of Mediterranean Palm trees are as follows:
 1. Mediterranean Palm (*Chamaerops humilis*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.

(10) The specifications for the pruning of Guadalupe Palm trees are as follows:

1. Guadalupe Palm (*Brahea edulis*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.

(11) The specifications for the pruning of Palmetto Palm trees are as follows:

1. Cabbage Palm (*Sabal palmetto*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.

C. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

- (1) The Contractor shall comply with all general specifications standards described herein.
- (2) The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- (3) All diameter measurements for tree and stump removals shall be at diameter at trunk flare.
- (4) All diameter measurements for tree only removals shall be at diameter at breast height.
- (5) As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- (6) The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
- (7) The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance.
- (8) During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and

equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.

- (9) While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- (10) Stumps, including the root flare shall be ground to a depth of no less than twenty four (24) inches. Surface roots shall be traced and ground to a depth of no less than twelve (12) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with native soil. Chips and stump grindings shall not be used as a backfill material.
- (11) The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using new components matching those that were damaged.

D. TREE PLANTING & YOUNG TREE CARE

(1) Tree Planting

1. Tree planting consists of the installation of nursery stock container or palm trees supplied by either the Contractor or the City.
2. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
3. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
4. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
5. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
6. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the

Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.

8. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
9. The Contractor shall install the tree or palm so that the top of root ball is at grade with top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
10. The Contractor shall backfill hardwood tree plantings with excavated native soil.
11. The Contractor shall backfill transplanted palm plantings with one hundred (100) percent washed mortar (plaster) sand.
12. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
13. The Contractor shall be responsible for the stability of planted trees. The new tree shall be planted in accordance with Exhibit D – "New Tree Planting Standard" page 43 The root ball shall not be damaged by the installation of stakes.

(2) New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage.

1. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
2. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
3. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's

surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment is not permitted.

4. The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

E. CONSULTANT ARBORIST

The Contractor will provide the service of a consultant arborist. When requested, the consultant arborist will perform tree health assessment which should include 360 degree, ground-based visual inspections of the tree crown, trunk, trunk flare, above ground roots and branch and stem defects, drilling evaluation of target risk increment, boring, probing, sounding, sub-surface root and soil assessment and site conditions around the tree in relation to targets.

EXHIBIT B
RATES AND CHARGES

EXHIBIT F

CITY OF FULLERTON REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES

PROPOSER'S CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit B) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a unit cost for services described in Exhibit B. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Project manager or designee in writing.

Bid proposal fee will be based on Pruning Section Grand Total Price.

PRUNING SECTION		1	2	3
Description	Unit	UNIT PRICE	Estimated Annual Units	COLUMN 1 x 2 = C TOTAL PRICE
Light Prune	Each	\$ 22.00	4,700	\$ 103,400.00 A
Grid Prune	Each	\$ 59.00	7,867	\$ 464,153.00 B
Palm Prune (Various Species)	Each	\$ 37.00	1,433	\$ 53,021.00 C

GRAND TOTAL PRICE – PRUNING SECTION ONLY (A+B+C) \$ 620,574.00

Payment: Payment shall be made based on the unit prices quoted above. Payment will be made monthly in arrears for the actual number of trees pruned and extra work authorized by the City's Contract Manager. Contractors' invoices will include a detailed accounting of all work and the City's purchase order number.

GPS Tree Inventory cost only applies to new trees planted after completion of initial Tree inventory.

REMOVALS		
Description	Unit	UNIT PRICE
Palm Skinning	Per Foot	\$ 13.00
Tree & Stump Removal	Diameter Standard Height Per Inch	\$ 38.00
Tree Only Removal	Diameter Standard Height Per Inch	\$ 28.00
Stump Only Removal	Diameter Standard Height Per Inch	\$ 10.00
INSPECTIONS		
Inspection Report (Including Risk Assessment)	Per Tree	\$ 200.00
Consultant Arborist Inspection (Level 1, 2 or 3)	Per Hour	\$ 175.00
PLANTING - DESIGNATED SPECIES		
Plant 15 Gallon with root barrier	Each	\$ 150.00
Plant 24 inch Box with root barrier	Each	\$ 300.00
Plant 36 inch Box with root barrier	Each	\$ 900.00
Plant 48 inch Box with root barrier	Each	\$ 2,400.00
Plant 60 inch Box with root barrier	Each	\$ 4,000.00
PLANTING - SPECIAL VARIETY TREES *		
Plant 15 Gallon with root barrier	Each	\$ 200.00
Plant 24 inch Box with root barrier	Each	\$ 400.00
Plant 36 inch Box with root barrier	Each	\$ 1,000.00
Plant 48 inch Box with root barrier	Each	\$ 2,500.00
Plant 60 inch Box with root barrier	Each	\$ 4,200.00

PLANTING - DESIGNATED SPECIES

Plant 15 Gallon without root barrier	Each	\$140.00
Plant 24 inch Box without root barrier	Each	\$280.00
Plant 36 inch Box without root barrier	Each	\$870.00
Plant 48 inch Box without root barrier	Each	\$2,300.00
Plant 60 inch Box without root barrier	Each	\$3,850.00

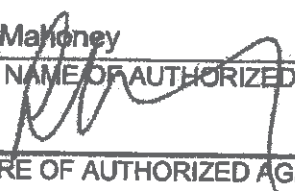
SPECIALTY SERVICES		
Service Request Prune	Each	\$ 195.00
Large Scale Prune	Each	\$ 295.00
Root Pruning with 12" barrier	Foot	\$ 15.00
Root Pruning with 18" barrier	Foot	\$ 25.00
Watering of young trees, water truck & operator	Day	\$ 640.00
CREW RENTALS		
Crew Rental (3 men) (Minimum 3 Hours)	Per Hour	\$ 240.00
Emergency Crew Rental (3 men) (Minimum 3 hours)	Per Hour	\$ 360.00
TECHNICAL		
GPS Tree Inventory of Existing Trees (Approx. 40,000 trees)	Lump Sum	\$ 0.00
Global Positioning System (GPS) Tree Inventory Cost**	Per Tree Site	\$ 6.00

Cooperative Purchasing

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of Fullerton shall incur no financial responsibility in connection with any purchase by other public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

Labor Classification

The work performed on this contract is routine, recurring, and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Landscape Maintenance Laborer".

West Coast Arborists, Inc.		(714) 991-1900/ (714) 956-3745
LEGAL NAME OF COMPANY		PHONE AND FAX NUMBERS
2200 E. Via Burton, Anaheim, CA 92806		
BUSINESS ADDRESS		
Patrick Mahoney	President	
PRINTED NAME OF AUTHORIZED AGENT	TITLE	
	2/24/17	vgonzalez@wcainc.com
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS
95-3250682	366764	
FEDERAL ID NUMBER	CONTRACTOR LICENSE NUMBER	