

City of Los Alamitos

Agenda Report Consent Calendar

August 24, 2015
Item No: 8G

To: Mayor Richard D. Murphy & Members of the City Council

Via: Bret M. Plumlee, City Manager

From: Steven A. Mendoza, Development Services Director
Tony Brandyberry, Public Works Superintendent

Subject: Extension of Professional Services Agreement With West Coast Arborists for Tree Maintenance Services

Summary: This item is to consider continuing services with West Coast Arborists to provide tree maintenance services. The current Professional Services Agreement (PSA) expired on August 15, 2015, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 3 of the PSA with West Coast Arborists for Tree Maintenance services.

Background

West Coast Arborists have been providing tree maintenance services to the City of Los Alamitos since August 15, 2011 through a Professional Services Agreement (PSA). The current PSA includes the following services:

- Grid tree trimming
- Tree & stump removals
- Tree planting
- Clean up & disposal or recycling of generated green waste
- Root pruning & root barrier installation
- Online tree inventory and management
- Small tree care
- Emergency on-call services
- Certified Tree Arborist services

The 1st PSA extension expired on August 15, 2015, but can be extended one additional year by mutual agreement. Staff has been very satisfied with the service provided by West Coast Arborists. During this time of service, West Coast Arborists has introduced new tree inventory software that has enabled City Staff to more efficiently keep track of

work order requests, future maintenance planning, and the ability to run various reports of the City trees.

West Coast Arborists has agreed to provide continued service with no price increases for the following year. The attached Amendment No. 3 to the PSA extends the City's contractual relationship with West Coast Arborists for one (1) year at the same terms mentioned above. Extension of the agreement for tree maintenance services ensures the continuity of tree services.

Staff will be advertising for tree maintenance services for Fiscal Year 2016/2017 in January, 2016. This will allow time for Staff to provide accurate rates for the 2016/2017 budget workshops, as prices for tree services are expected to increase next year by 25%. This is in part due to labor negotiations and Prevailing Wage law change for tree trimming.

Fiscal Impact

There is no additional fiscal impact to the City by extending the contract terms.

Prepared By:



Tony Brandyberry
Public Works Superintendent

Fiscal Impact Reviewed By:



Jason Al-Imam
Administrative Services Director

Submitted By:



Steven A. Mendoza
Development Services Director

Approved By:



Bret M. Plumlee
City Manager

Attachments:

- 1) Amendment No. 3 – PSA Extension, West Coast Arborists
- 2) Letter – West Coast Arborists PSA Extension Proposal
- 3) Previous PSA Between the City and WCA

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and West Coast Arborists)

This Amendment No. 3 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 24th day of August, 2015, at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Ave., Los Alamitos, California 90720 ("City") and West Coast Arborists, 2200 E. Via Burton Street, Anaheim, CA 92806 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated August 15, 2011, in the following fashion:

"City" and "Contractor" desire to amend the "Agreement" by modifying Section 3.4 – Expiration Date of the "Agreement" to read as follows:

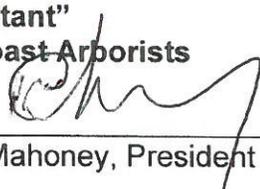
3.4 "Expiration Date": August 15, 2016.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Los Alamitos

"Consultant"
West Coast Arborists

By: _____
Richard M. Murphy, Mayor

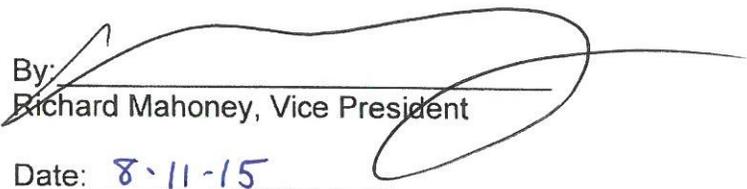
By:  _____
Patrick Mahoney, President

Date: _____

Date: 8-11-15

Attest:

By: _____
Windmera Quintanar, City Clerk

By:  _____
Richard Mahoney, Vice President

Date: _____

Date: 8-11-15

Approved as to form:

By: _____
Cary Reisman, City Attorney

Date: _____



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

July 22, 2015

City of Los Alamitos
ATTN: Tony Brandyberry
3191 Katella Ave.
Los Alamitos, CA 90720

RE: Tree Maintenance Agreement

Dear Mr. Brandyberry,

Over the past year, we have had the pleasure of continuing our successful business relationship with the City. In the continued tradition of mutual benefit, we would like to propose keeping the 2014-15 fiscal year unit prices, terms, and conditions for the entire 2015-16 fiscal year and forego any request for a cost adjustment. By maintaining these rates, we can help to ease the current financial strain, promote contractor stability and guarantee the City with quality tree care & customer service.

Thank you in advance for your consideration. We look forward to continuing the strong relationship built between us, and to maintaining quality urban tree care service. Should you have any questions or require additional information, please contact me at (800) 521-3714.

Sincerely,

A handwritten signature in blue ink that reads 'Victor M. Gonzalez'. The signature is fluid and cursive.

Victor M. Gonzalez
Vice-President, Director of Marketing

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / *West Coast Arborists, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City") and West Coast Arborists, Inc. an Incorporated Corporation, ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Tree Maintenance
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's *July 21, 2011* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's July 21, 2011 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": August 15, 2011
- 3.4 "Expiration Date": August 15, 2014, with a 2 year option to extend by the City.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Thirty Thousand Dollars (\$30, 000, 00) *per* year unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Tony Brandyberry, Public Works Superintendent** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not

enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the

performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:

West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Telephone: (714) 991-1900
Facsimile: (714) 956-3745

With courtesy copy to:

Sandra J. Levin, Esq.
Los Alamitos City Attorney
Colantuono & Levin, P.C.
300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercisc. or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held

invalid or unenforceable. shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and the project site. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Los Alamitos

By: [Signature]

Date: 8/15/11

"Consultant"
West Coast Arborists, Inc.

By: [Signature]
Patrick Mahoney, President

Date: 8/3/11

By: [Signature]
Richard Mahoney, Vice-President/Asst. Secretary

Date: 8/3/11

Attest:
By: [Signature]
City Clerk
Date: 8/15/11

Approved as to form:
By: [Signature]
Sandra J. Levin, City Attorney
Date: 8/15/11

SCOPE OF SERVICES/FEE SCHEDULE

CITY OF LOS ALAMITOS TREE MAINTENANCE SERVICES 'EXHIBIT A'

1. GRID OR ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, cleaning and light thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to assess, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

Small, Medium & Large Trees	Per tree	\$ <u>34.00</u>
--	-----------------	------------------------

2. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS:

Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

0"-6" dbh	Per tree	\$ <u>34.00</u>
7"-12" dbh	Per tree	\$ <u>67.00</u>
13"-18" dbh	Per tree	\$ <u>97.00</u>
19"-24" dbh	Per tree	\$ <u>137.00</u>
25"-30" dbh	Per tree	\$ <u>167.00</u>
31" dbh & over	Per tree	\$ <u>257.00</u>

Washingtonia Robusta	Per tree	\$ <u>37.00</u>
Phoenix Canariensis	Per tree	\$ <u>127.00</u>
Palm Tree Skinning	Per tree	\$ <u>8.00</u>

3. CLEARANCE PRUNE:

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis.

Small, Medium & Large Trees	Per tree	\$ <u>20.00</u>
--	-----------------	------------------------

4. TREE & STUMP REMOVAL:

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled; as well as all debris cleaned up and hauled away.

Tree and stump removal	Per dbh inch	\$ <u>17.00</u>
Tree and stump removal over 30"	Per dbh Inch	\$ <u>23.00</u>
Tree removal only	Per dbh inch	\$ <u>12.00</u>
Tree removal only over 30" dbh	Per dbh inch	\$ <u>18.00</u>
Stump removal only	Per dbh inch	\$ <u>6.00</u>

5. TREE PLANTING:

Planting includes the tree, root barrier (when required by specifications), stakes, ties, and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as-needed. Contractor will guarantee the life of the tree for a period of ninety days (90), excluding vandalism and extreme weather conditions.

15 gallon tree with root barrier	Per tree	\$ <u>110.00</u>
15 gallon tree without root barrier	Per tree	\$ <u>95.00</u>
24 inch box tree with root barrier	Per tree	\$ <u>215.00</u>
24 inch box tree without root barrier	Per tree	\$ <u>195.00</u>

6. CREW RENTAL:

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

Per hour **\$ 147.00**

7. EMERGENCY RESPONSE:

Contractor will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

**Per hour/
Per man** **\$ 75.00**