



Request for Proposal: Tree Trimming and Removal (Submittal Deadline: April 8, 2010)

SECTION 1: PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The City of Pleasanton is seeking proposals for tree trimming and removal services at various park, street, and golf course locations throughout the City. Work also includes tree inventory data collection of work performed at existing and at new site locations and maintenance of inventory system. All work to be performed shall be in accordance with the City of Pleasanton Standard Specifications and Details, June 2002, the General and Special Provisions (Exhibit C), and shall be overseen by the Parks Superintendent. The selected company will provide the following services:

- Tree trimming and removal;
- Stump grinding and removal;
- Respond to after-hours emergency call-outs;
- Bi-monthly updates of all tree activities supplied in an approved tree inventory management software;
- Tree inventory data collection at new sites and the entry of collected data into approved tree management software;
- Satisfactory chipping of wood debris, so it can be recycled as mulch; and
- Hauling and disposal of all wood debris which cannot be chipped and recycled.

SECTION 2: BACKGROUND

The City of Pleasanton is a full-service municipality serving over 67,000 residents and located in the greater San Francisco Bay Area. The City is approximately 22.4 square miles in size and has a work force of approximately 490 employees.

The Parks Maintenance Division of the Parks and Community Services Department maintains landscape areas around City government facilities, street medians, and trails; maintains the City's open space areas and trails; maintains and makes improvements to the City's parks and sports fields.

The City is responsible for approximately 22,000 street, park, and facility trees. It is anticipated that approximately 80 % of the work will be routine street tree grid pruning work or scheduled work; 18% special requests and 2% emergency removal or hazard abatement work. Tree species frequency and size breakdown can be found in Appendix A.

SECTION 3: SCOPE OF WORK

The Scope of Work will consist of the following tasks. These tasks are described in more detail in the related plans and specifications document, which is incorporated into this RFP by reference. The plans and specifications document may be obtained at the City of Pleasanton, Community Development Department, 200 Old Bernal Avenue, Pleasanton, California, for a cost of \$20.00.

- **Task 1: Tree Trimming and Removal.** Trimming of a wide variety of City-owned trees in accordance with City requirements. Removal of City-owned trees in accordance with City requirements, and at the direction of the Parks Superintendent or his or her designee (all references hereafter to the Parks Superintendent include his or her designee).
- **Task 2: Stump Grinding and Removal.** Removal and/or grinding of tree stumps as necessary, and in accordance with City requirements.
- **Task 3: Respond to After-hours Emergency Call-outs.** As directed by the Parks Superintendent, respond to emergency requests for tree services after normal business hours for property or life safety purposes.
- **Task 4: Bi-monthly Updates of All Tree Activities Supplied in A Tree Inventory Management Software Program.** Twice a month, on a schedule to be determined by the Parks Superintendent, provide updates on all tree-related activities in the City's Tree Inventory Management Software (Arbor Access) or an approved alternate tree inventory management software program.
- **Task 5: Tree Inventory Data Collection at New Sites.** On an annual basis, collect and provide specific data on trees at new sites for the City's Tree Inventory. Enter data into tree inventory management application.
- **Task 6: Recycling of Wood Debris.** Provide a wood chipper which produces high quality wood chip mulch which can be recycled and used as planter mulch. City to provide sites for mulch delivery.
- **Task 7: Hauling and Disposal of All Wood Debris.** Provide proper hauling and disposal of all wood debris which cannot be recycled into suitable wood chip mulch.

The tasks will be conducted at various locations within the Pleasanton city limits. Locations include, but are not limited to, parks, streets, open space areas, and the Callippe Preserve Golf Course.

Duration of this project is 12 months (July 1, 2010 through June 30, 2011). The City and the selected contractor shall retain the right to renew the signed agreement for additional one-year periods up to, but not exceeding, four additional years. This Agreement may be renewed only by mutual agreement between the parties involved. Each party retains the right to not renew the

Agreement at the time of its annual review. If the parties agree that the terms shall continue, and provided the base amount is increased annually beginning July 1, 2011, by the April Construction Cost Index for Northern California region, the only items that shall be subject to negotiation are the following:

additional items of work.

The current agreement amount is \$375,000 per year. However, the City does not guarantee any quantity of work, and retains the right to use other contractors for the services.

SECTION 4: PROJECT OVERSIGHT

Lisa Hagopian, Parks Superintendent, will provide project and Agreement oversight. Questions regarding this RFP should be directed to her at (925) 931-5566.

Questions will only be answered by reference to particular sections of the Agreement documents. If interpretation is deemed necessary, then the question shall be submitted in writing, and a clarification shall be given to all prospective Proposers through addenda. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the proposal opening date.

SECTION 5: PROJECT SCHEDULE

The tentative overall project schedule is as follows:

Date	Item
March 2010	RFP available
April 1, 2010	Last day to submit written questions
April 8, 2010	Deadline to submit proposals by 2:00 p.m.
April 2010	City reviews proposals and schedules interviews with finalists
May 2010	City selects company to provide services
June 2010	City Manager/City Council approves services agreement
July 1, 2010	Agreement work begins

SECTION 6: REQUIRED INFORMATION

All responses to this RFP must be made in accordance with these specifications. Failure to adhere to any specification may result in rejection of your proposal.

Your proposal must include satisfactory evidence indicating your ability to meet the Scope of Work detailed in this RFP.

You must provide adequate pricing and service information to assure that the fees for services are clearly described.

Part 1 – Qualifications Statement. Your proposal must provide information regarding:

- Your company’s qualifications for this project;
- Your proposed project supervisor’s qualifications for this project;
- Your proposed foreperson’s qualifications for this project;
- Your company’s experience collecting tree inventory data and maintaining tree inventory software, including an example of reports of tree work;
- Your proposed plan for green waste disposals;

Attachment 1 is the required form to submit your Qualifications Statement.

Part 2 – Contractor’s Contract Experience. Your proposal must provide information regarding:

- Three (3) public projects in Alameda or Contra Costa County over the last seven (7) years reflecting experience as a contractor;
- References for contractor’s financial responsibility;
- List of subcontractors, if any (proposed for this project).

Attachment 2 is the required form to submit your Contractor’s Contract Experience.

Part 3 – Proposed Fee Schedule. Your proposal must provide a proposed fee schedule.

Attachment 3 is the required form to submit your Proposed Fee Schedule.

Part 4 – Proposal Cover Sheet. Your proposal must include a cover sheet:

- Identifying the company submitting the proposal;
- Acknowledging review of the project’s plans, specifications, and related documents;
- Acknowledging awareness of the potential work locations;
- Acknowledging familiarity of all conditions related to the project;
- Declaring the proposal is made without collusion;
- Agreeing to implement the project as specified by the City;
- Agreeing to the fees submitted listed in Attachment 3;
- Agreeing to begin the project on July 1, 2010 and completing the project on June 30, 2011;
- Acknowledging awareness that the Agreement may be renewed for limited one-year periods upon mutual consent, with additional items of work being the only elements subject to negotiation.
- Certifying the contractor’s experience and qualifications.

Attachment 4 is the required form to submit your Proposal Cover Sheet.

SECTION 7: ADDITIONAL INFORMATION

- **Sample Agreement (Exhibit A)**

- **Agreement Bonds (Exhibit B)** - The selected contractor will be required to furnish performance and payment bonds (payment bonds will be required if contractor is utilizing subcontractors or supplies), each in an amount not less than one hundred percent (100%) of the Agreement price, and a maintenance bond not less than ten percent (10%) of the Agreement price.
- **Contractor's License Classification** – A Class 61 (Tree Pruning Specialty) or D41 Contractor License and International Society of Arboriculture certification are required.
- **Prevailing Wage** - In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this Agreement.
- **Labor Nondiscrimination** - The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this Agreement.
- **Emergency and Declared Disaster Requirements** - In the event of an emergency or where the City is declared a Disaster Area by the County, State, or Federal government, this Agreement may be subjected to unusual usage. Contractor shall service the City during an emergency or declared disaster under the same terms and conditions that apply during non-disaster circumstances. Pricing quoted within shall apply to servicing the City's needs regardless of the circumstances. If the contractor is unable to supply the goods/services as required by and under the terms of the Agreement, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

SECTION 8: SUBMITTAL OF PROPOSAL

- **Authorization:** Proposals submitted by a partnership must be signed with the partnership name and by the authorized general partner. Proposals submitted by a joint venture must be signed with the full name and address of each member of the joint venture. Proposals submitted by a corporation must be signed by the president and secretary of the corporation, with the name and address of the firm and corporate seal affixed.
- **Delivery of Proposal:** Your proposal (completed Attachments 1, 2, 3, and 4) must be submitted in a sealed envelope, plainly marked with your company's name, business address and telephone number.

Envelopes shall be clearly labeled with the phrase "Proposal for Tree Trimming and Removal Services."

It is your responsibility to deliver the proposal to the correct address before the due date and time.

- **Due Date:** All proposals must be received by the City of Pleasanton, City Clerk's Office, 123 Main Street, Pleasanton, CA 94566 **by 2:00 p.m., Thursday, April 8, 2010.** Proposals received after the above deadline will not be considered, and will be returned unopened.

SECTION 9: SELECTION PROCESS AND EVALUATION CRITERIA

- **Evaluation Criteria:** The City will be the sole judge of each proposal. It is the City's intent to obtain the best possible service at the most reasonable cost. Proposals will be evaluated against the following criteria:
 - Demonstrated experience with similar projects involving municipalities and other public agencies in Alameda and Contra Costa County.
 - Demonstrated ability to manage and coordinate this project.
 - Quality, amount and type of service proposed.
 - Experience and success managing tree inventory software.
 - Familiarity of proposed tree inventory management software.
 - Thoroughness of materials submitted.
 - Results of reference checks.
 - Proposed fees for the project.
 - Any other considerations deemed pertinent by the City.
- **Evaluation/Selection Process:** All proposals will be evaluated by Parks and Community Services Department staff and Information Services Division staff. After reviewing all proposals, finalists will be asked to present their proposals during an interview with City staff. Based on the proposal and interview, City staff will identify the contractor that best meets the needs of the project.

The City reserves the right to reject for any reason any or all proposals.

- **Services Agreement:** After an appropriately-qualified contractor is identified, City staff will make an award of Agreement recommendation to the City Manager and/or the City Council.

Exhibits A-C are blank copies of the City's required Agreement for this project. The selected individual/firm must be able to meet the terms and conditions of the Agreement. Any requested revisions from the agreement must be set forth in the proposal. Otherwise, Proposer shall be deemed to have accepted all terms of the Agreement.

All work to be performed shall be in accordance with the City of Pleasanton Standard Specifications and Details, June 2002, the General and Special Provisions (Exhibit C), and shall be overseen by the Parks Superintendent.

Attachment 1: Qualifications Statement

All portions of this statement must be completed before this proposal will be considered. The following statements as to experience, equipment, personnel, and general qualifications as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed and included in evaluation.

<p>A. Name, address, phone and fax numbers of principal business office from which Agreement will be administered:</p>	
<p>B. Number of years company has been engaged in a commercial tree care or line clearance contract business under the present business name (minimum of five (5) consecutive years required):</p>	
<p>C. Company has never failed to satisfactorily perform a contract awarded to it except as follows (name of any and all exceptions and the reasons):</p>	
<p>D. Issue and Expiration Dates for Class 61 (Tree Pruning Specialty) or D41 Contractor License, and International Society of Arboriculture certification:</p>	<p>Class 61 License dates:</p> <p>Class D41 License dates:</p> <p>ISA certification dates:</p>
<p>E. Number of years company has made use of an electronic form of tree inventory data collection, and the management of that database.</p>	

E. List of three satisfactorily-completed tree-pruning contracts over the last five (5) years where trees over 45 ft. in height were trimmed.

Location and for whom performed:	
Contact person and phone number:	
Year performed:	
Number of trees pruned over 45 feet:	
Total number of trees pruned:	
Contract amount:	\$

Location and for whom performed:	
Contact person and phone number:	
Year performed:	
Number of trees pruned over 45 feet:	
Total number of trees pruned:	
Contract amount:	\$

Location and for whom performed:	
Contact person and phone number:	
Year performed:	
Number of trees pruned over 45 feet:	
Total number of trees pruned:	
Contract amount:	\$

F. List of company-owned equipment which is available for use on proposed work as required. (Use extra sheets as necessary, referencing Item 1F.)

Quantity	Name/Type/Model/Year	Condition	Location

G. Company must employ the equivalent of four (4) full-time employees involved in tree pruning and other tree care operations for the company. Indicate the number of employees in each classification and the total hours worked by those employees for each classification.

Classification	Quantity	Hours Worked Per Year
Supervisor		
Foreperson		
Trimmer		
Groundman		

H. Proposed Supervisor's Qualifications

Name:	
Address:	
City, State, Zip Code:	
Home Phone Number:	
Employer's Name	
Employer's Address:	
Employer's City, State, Zip Code:	
Employer's Phone Number:	

Supervisor's Tree Maintenance Occupation History	
Total Number of Years Service:	
Number of Years as Climber:	
Number of Years as Foreperson:	
Number of Years as Supervisor/Manager:	
State Principal Operator's Pesticide License Obtained?	Yes No (circle one)
Pesticide Licence Expiration Date:	
Qualified Line Clearance Tree Trimmer?	Yes No (circle one)
Certified in Cardiac Pulmonary Resuscitation (CPR)?	Yes No (circle one)

List below tree maintenance associate affiliations and length of time affiliated. List companies employed by length of time. List client's name and address, principal person directing work. List education, high school, college or university, and major. (Use extra sheets as necessary, referencing Item 1H.)

I. Proposed Foreperson's Qualifications

Name:	
Address:	
City, State, Zip Code:	
Home Phone Number:	
Employer's Name	
Employer's Address:	
Employer's City, State, Zip Code:	
Employer's Phone Number:	

K. Describe your company's plan for green waste disposal. (Use extra sheets as necessary, referencing Item 1K.)

Signature of Contractor

Attachment 2: Contractor's Contract Experience

A. List below three public projects completed in the last seven (7) years of similar size and complexity in Alameda or Contra Costa County that indicate the proposer's experience as a Contractor.

Project #1

Project (Name/Type)	Amount
Owner	Contact
Telephone	Completion Date

Project #2

Project (Name/Type)	Amount
Owner	Contact
Telephone	Completion Date

Project #3

Project (Name/Type)	Amount
Owner	Contact
Telephone	Completion Date

B. Contractor's Financial Responsibility

Reference is hereby made to the following banks and surety companies as to the financial responsibility and general reliability of the Contractor:

Name and Address of Bank 1:	
Name and Address of Bank 2:	
Name and Address of Surety Company 1:	
Name and Address of Surety Company 1:	

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C. List of Subcontractors

The Proposer shall provide the following information for each Subcontractor to whom the Proposer proposes to subcontract any portions of the work.

1. Name of Subcontractor _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Work to be Performed _____

2. Name of Subcontractor _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Work to be Performed _____

3. Name of Subcontractor _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Work to be Performed _____

4. Name of Subcontractor _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Work to be Performed _____

5. Name of Subcontractor _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Work to be Performed _____

Signature of Contractor: _____

Attachment 3: Proposed Fee Schedule

The listed prices include the composite price for labor and equipment, including all incidental power tools, hand tools and hydraulic tools, as well as all overhead costs. Prices include work data collection to update the City’s tree inventory.

A. UNIT PRICE WORK

1. Annual Tree Trimming

A systematic tree-trimming program that trees are to be trimmed in their entirety on a set schedule. All trimming is performed in accordance with the standards established by the International Society of Arboriculture and City of Pleasanton Specifications.

Size	Unit	Unit Price
0’’-6’’ dbh	per tree	\$
7’’-12’’ dbh	per tree	\$
13’’-18’’ dbh	per tree	\$
19’’-24’’ dbh	per tree	\$
25’’ and over dbh	per tree	\$

2. Full Trim Based on Special Requests

Trees requiring service prior to their regularly scheduled annual trimming to rectify a specific problem, such as a blocked street light or sign, right-away clearance or broken limbs.

Size	Unit	Unit Price
0’’-6’’ dbh	per tree	\$
7’’-12’’ dbh	per tree	\$
13’’-18’’ dbh	per tree	\$
19’’-24’’ dbh	per tree	\$
25’’ and over dbh	per tree	\$

3. Palm Tree Trimming

Tree Type	Unit	Unit Price
King or Queen palm, any size	per tree	\$
Washingtonia palm, any size	per tree	\$
Canary Island Date Palm, any size	per tree	\$

4. Tree and Stump Removals

Size	Unit	Unit Price
Tree and stump removal up to 36’’	per dbh inch	\$
Tree and stump removal over 36’’	per dbh inch	\$
Stump removal only	per diameter inch	\$

B. CREW RENTAL RATES

PRICE FOR BASIC CREW -Rental		
Item No.	Wage Rate	Basic Straight Time Hourly Rate
1	Crew Leader/Working Foreperson	\$ _____
2	Line Clearance Tree Trimmer/Climber	\$ _____
3	Qualified Tree Trimmer/Climber	\$ _____
4	Groundperson/Trainee	\$ _____
	TOTAL	\$ _____

C. ALTERNATE SERVICES

<p>Alternate #1: Emergency Call-out Contractor must provide, when requested by the Parks Superintendent or police dispatcher, a minimum four-hour emergency call-out “basic crew”. Contractor shall be available to respond within one hour for the period of the Agreement emergency work.</p>	<p>Cost per hour for emergency “basic crew”: \$ _____</p>
<p>Alternate #2: Cabling and Bracing Contractor must provide, on an hourly basis, a crew staffed and equipped to replace or install tree support cabling and bracing. Insulated boom 52-foot lift truck and standard hand tools. Hardware to be billed at cost plus 15%.</p>	<p>Cost per hour for crew: \$ _____</p>
<p>Alternate #3: Specialty Equipment Contractor shall provide on an hourly basis the following equipment and necessary operator:</p> <ul style="list-style-type: none"> • Crane • 95 foot aerial tower • Other (specify) _____ 	<p>Cost per hour for:</p> <p>Crane \$ _____ Tower \$ _____ Other \$ _____</p>
<p>Alternate #4: Pest Control Spraying Contractor must provide, on an hourly basis, a one-person crew meeting proposal section qualifications, minimum 35gpm hydraulic pump and 200 gallon capacity tank, and other incidental equipment necessary for pest control or fertilizing applications.</p>	<p>Cost per hour for Pest Control Spraying: \$ _____</p>
<p>Alternate #5: Tree Inventory Tree inventory involving the collection of the tree inventory per the Special Provisions to include Global Positioning System (GPS) Coordinates. Includes incorporation of new data into existing database.</p>	<p>Cost per site/tree: \$ _____</p>

Attachment 4: Proposal Cover Sheet

DATE: _____

Proposal of _____
(hereinafter called "Contractor"), a ¹ _____ organized
and existing under the laws of the State of _____, doing business as
_____, to the City of Pleasanton,
City Clerk, 123 Main Street, Pleasanton, California (hereinafter called "City").

Dear Sir/Madam:

The Contractor, in compliance with the Request for Proposal for the Tree Trimming and Removal project for the City of Pleasanton, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to construct the project in accordance with the Agreement documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Agreement Documents, of which this Proposal is a part.

Contractor shall agree to commence work under this Agreement on July 1, 2010 and fully complete the project by June 30, 2011.

It should be noted that the City and the successful contractor shall retain the right to renew the signed Agreement for additional one-year periods up to, but not exceeding, four additional years. This Agreement may be renewed only by mutual agreement between the parties involved. Each party retains the right to not renew the Agreement at the time of its annual review. If the parties agree that the terms shall continue, and provided the base amount is increased annually, beginning July 1, 2011, by the April Construction Cost Index for Northern California region, the only items that shall be subject to negotiation are the following:

1. additional items of work.

¹Insert corporation, or partnership, or individual as applicable.

CERTIFICATION OF CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS

The undersigned Contractor certifies that the Contractor is, at the time of the proposal, and shall be, throughout the period of the Agreement, licensed by the State of California to do the type of work required under the terms of the Agreement documents. Contractor further certifies that the Contractor is skilled and regularly engaged in the general class and type of work called for in the Agreement documents.

The Contractor represents that the Contractor is competent, knowledgeable and has special skills in the nature, extent and inherent conditions of the work to be performed. Contractor further acknowledges that there are certain peculiar and inherent conditions existent in the tree trimming and removal work which may create, during the Agreement, unusual or peculiar unsafe conditions hazardous to persons and property. Contractor expressly acknowledges that the Contractor is aware of such peculiar risks and has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the tree trimming and removal work with respect to such hazards.

If chosen, Contractor agrees to sign the Agreement and to furnish the performance bond, labor and materials bond, maintenance bond, and the required evidences of insurance and business license within ten (10) working days after receiving written notice of the award of the Agreement. If Contractor fails to contract as provided herein or fails to provide the bonds and/or evidence of insurance, the City may at its option, determine the acceptance thereof shall be null and void.

It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except for specific cases outlined in Business and Professions Code Section 7028.15.

Name of Contractor	Contractor's License Number
Signature of Contractor	Expiration Date
Print Name	Address of Proposer
Title of Signatory	(____)
State of Incorporation	Telephone Number

This Proposal shall be good and may not be modified, withdrawn or canceled for a period of ninety (90) calendar days after the date of the City's opening.

EXHIBIT A
AGREEMENT

AND RELATED DOCUMENTS

TREE TRIMMING AND REMOVAL

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between _____, ("Contractor"), whose address is _____, and telephone number is _____ and the CITY OF PLEASANTON, a municipal corporation ("City").

W I T N E S S E T H :

WHEREAS, the City has awarded to the Contractor an Agreement for Annual Street Tree Pruning and Removal.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Work to be Performed. The work will generally consist of tree pruning, removal, stump grinding and related activities as described in this specification.

Said work is more particularly shown in the following documents which are on file with the Parks and Community Services, Parks Maintenance Division of the City and are incorporated herein by this reference:

- A. Plans and Specifications entitled the Annual Tree Trimming and Removal and addenda thereto, if any.
 - B. Agreement Amendments approved by the City Parks Superintendent, done in accordance with the Standard Specifications.
 - C. The Proposal submitted to the City by the Contractor.
 - D. Request for Proposals.
 - E. General Provisions and Special Provisions.
2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications. The annual Agreement amount shall not exceed \$425,000.

3. Agreement Renewal. It should be noted that the City and the Contractor shall retain the right to renew the signed Agreement for additional one year periods up to, but not exceeding, four additional years. This Agreement may be renewed only by mutual agreement between the parties involved. Each party retains the right to not renew the agreement at the time of its annual review. If the parties agree that the terms shall continue and provided the base amount is increased annually, beginning on July 1, 2011, by the April Construction Cost Index for Northern California region, the only item that shall be subject to negotiation is the following:

I. additional items of work.

4. Method of Payment.

Progress Payments – As of the twentieth day of each month, Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the Park Maintenance Superintendent's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.

5. Incorporation of Agreement Documents. This Agreement expressly incorporates all terms and conditions contained in the Tree Trimming and Removal proposal. In the event there is any conflict between this Agreement and the Proposal, this Agreement shall control.
6. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement or any amendments thereto.
7. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

9. Warranty Against Defects. Contractor hereby warrants all work done under this Agreement against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, Contractor shall be solely responsible for the correction of those defects.
10. Labor Code/Prevailing Wages. Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by Contractor or by any subcontractor under Contractor.

11. Miscellaneous Provisions.
 - a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / work completed when notice is received.
 - b. Contractor shall not assign or transfer this Agreement.
 - c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
 - d. This Agreement constitutes the entire understanding of the parties.
 - e. This Agreement may only be modified by a writing signed by the authorized representatives of both parties.
 - f. Contractor covenants that it has obtained all certificates, licenses, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
 - g. All work performed by Contractor under this Agreement shall be in accordance with applicable federal, state and local requirements, including but no limited to environmental laws and laws regarding the disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

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

CONTRACTOR:

By: _____

By: _____

(Second signature required if a corporation)

CITY: CITY OF PLEASANTON

By: _____
Nelson Fialho, City Manager

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan Lowell, City Attorney

EXHIBIT B
CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ as Principal, and _____ incorporated under the laws of the State of _____, and licensed to do business in California to execute bonds and undertakings, as Surety, are held firmly bound unto the City of Pleasanton, a municipal corporation of the State of California, in the sum of:

_____ DOLLARS, (\$_____) for which payment, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal has entered into a certain Agreement with the City of Pleasanton to do and perform the following work or to wit:

ANNUAL TREE PRUNING AND REMOVAL

as required by the plans and specifications, pursuant to the award made to said contractor by the Council of the City of Pleasanton on _____, 20 _____, as will more fully appear by reference to the minutes of said Council of said City of said date.

NOW, THEREFORE, if the Principal shall well and truly perform the obligations agreed to be performed under Agreement, comply with all the provisions of the City Code and shall perform all work in a proper and workerlike manner in accordance with all of the requirements of the City of Pleasanton and to the satisfaction of the City Parks Superintendent, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by the Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City's Park Maintenance Superintendent, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under Agreement prior to receipt of such notice.

Bond No. _____

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder of the plans accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Appropriate modifications shall be made in such form if the bond is being furnished for the performance of an act not provided for by the Agreement.

This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first hereinabove written.

Contractor

Surety

By: _____

By: _____

By: _____

By: _____

Date Signed: _____

Surety Address

Surety's Phone No.

(Attach acknowledgments)

LABOR AND MATERIAL BOND

WHEREAS, the City of Pleasanton, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to complete such work describe in Agreement Documents, which agreement, dated _____, 20_____, and identified as Annual Street Tree Pruning and Removal project, is hereby referred to and made a part hereof, and

WHEREAS, under the terms of said Agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of _____dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety on the date set forth above.

Principal

Surety

By: _____

By: _____

(signature of Principal and Surety must be notarized)

Bond No. _____

**CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE
ANNUAL TREE TRIMMING AND REMOVAL**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pleasanton has awarded and Contractor is about to execute an Agreement for Annual Street Tree Pruning and Removal for the above-referenced Project ("Agreement") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Agreement providing for maintenance for a period of one (1) year from the date of acceptance by the City Council of said Agreement by the Contractor.

NOW, THEREFORE, WE, _____, as Contractor, and _____, as Surety, are held firmly bound unto the City of Pleasanton, as Agency in the penal sum of:

_____ DOLLARS, (\$_____), lawful money of the United States of America, said sum being ten percent (10%) of the estimated amount payable by Agency under the terms of the Agreement, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden _____, Principal(s), within a period of one (1) year after the completion and acceptance of the work fulfills the provisions of the Agreement and complies with any necessary repairs or replacement of faulty materials to the Tree Trimming and Removal Project, and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by the Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City Parks Superintendent, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under any Agreement issued by the City.

This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

Bond No. _____

IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first herein-above written.

Contractor

Surety

By: _____

By: _____

By: _____

By: _____

Date Signed

Surety Address:

Surety Phone No. () _____

(Attach acknowledgments)

EXHIBIT C
GENERAL PROVISIONS

SECTION 1. DEFINITIONS AND TERMS

As used in these Agreement Documents unless the context otherwise requires, the following terms have the meanings indicated:

Addenda: Are written or graphic instruments, clarifications or corrections, issued prior to the execution of the Agreement, which modify or interpret the Agreement Documents.

Bidder: Any individual, partnership or corporation submitting a Bid Proposal for the work described in the Agreement Documents.

Bidding Documents: Includes the Notice to Bidders, the Bid Proposal, Bid Bond, Contractor's Information Forms including the Contractor's past experience, financial responsibility and Subcontractors, and Instructions to Bidders.

City: The City of Pleasanton.

City Standard Specifications and Standard Details: Means the latest edition of the City's Standard Specifications and Standard Details.

Contractor: Any individual, partnership or corporation that has entered into a Agreement with the City to perform the work described in the Agreement Documents.

Agreement Documents: Includes the Proposal Documents, the Award and Execution of Agreement Requirements, the Agreement, the Labor and Material Bond, the Performance Bond, the Maintenance Bond the City General Provisions, the Special Provisions, Project Plans, the City of Pleasanton Standard Specifications, and Standard Details, the State Standard Specifications and Plans, all Addenda issued by the City and all Change Orders executed by the City.

Engineer: The Director of Public Works and Utilities of the City of Pleasanton, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

General Provisions: Those Specifications that apply to all projects unless specifically modified by Special Provisions.

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications and Standard Plans: Means the 1992 edition of the Standard Specifications and Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this Agreement.

Subcontractor: Any individual, partnership or corporation that has contracted with the Contractor to provide labor, equipment and/or materials described in the Agreement Documents which is an amount in excess of one-half of one (1) percent of the Contractor's total Bid.

Work: Material, equipment and labor to be provided to City by Contractor as defined by the Agreement Documents.

SECTION 2. SCOPE OF WORK

The Work presented in these Agreement Documents shall be done in accordance with: 1) the Special Provisions and Project Plans, 2) the City Standard Specifications and Standard Details and 3) the State Standard Specifications and Standard Plans. In case of conflicting portions, the above order of precedence shall prevail. In case of conflict between the specifications and drawings, the specifications shall prevail.

SECTION 3. CONTROL OF WORK AND MATERIALS

3-01. Protection of Workers in Trench Excavations: As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Agreement involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Agreement for completion of the Work as set forth in the Agreement Documents. Nothing in this Section shall be construed to impose tort liability on the City, the Engineer, nor any of their officers, agents, representatives, or employees.

3-02. Substitution of Materials; Assignment of Certain Rights: In accordance with the provisions of Section 3400 of the California Public Contract Code, a Contractor shall be provided a period of not less than 35 days after award of the Agreement for submission of data substantiating a request for a substitution of "an equal" item.

In accordance with Section 4552 of the Government Code, the Bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest

in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

4-01. Travel and Subsistence Payments:

- (a) As required by Section 1773.8 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

4-02. State Wage Determination:

- (a) As required by Sections 1770 et seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City's Department of Public Works, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit \$25.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Agreement by it or by any subcontractor under it.

4-03. Payroll Records; Retention; Inspection; Compliance Penalties; Rules and Regulations

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated in Paragraph 4-03(a), herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the Agreement, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the Agreement, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4-03(b2), herein, the requesting party shall, the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.
- (c) Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4-03(a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.

- (e) The Contractor shall inform the body awarding the Agreement of the location of the records enumerated under Paragraph 4-03(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
- (f) In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Agreement is made or awarded, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs 4-03(a) through 4-03(f) lies with the Contractor.

4-04. Apprentices: Attention is directed to Sections 1777.5 and 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Section 4.04 lies with the Contractor. The City policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

4-05. Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed in the execution of the Agreement by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

4-06. Workers' Compensation:

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing

the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4-07. Insurance Requirements for Contractors: BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE AGREEMENT.

Contractor shall procure and maintain for the duration of this Agreement, including one year maintenance period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number CG 00 01 (ED. 1/96) covering Commercial General Liability and name the City as additional insured.
2. Insurance Services Office form number CA 00 01 (Ed. 12/93) covering Automobile Liability, code 1 "any auto."
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance, and an endorsement for waiver of subrogation.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(c) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

(f) Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require insurance policies, at any time.

(g) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for **each subcontractor**. **All coverages for subcontractors shall be subject** to all of the requirements stated herein.

SECTION 5. PROSECUTION AND PROGRESS

5-01. Removal, Relocation, or Protection of Existing Utilities: In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or owner of the utility to provide for the removal or relocation of such utility facilities.

5-02. Preconstruction Conference: Following award of Agreement, submittal of executed Agreement, and approval of certificates of insurance and bonds, but before start of work, a preconstruction conference shall be held at a mutually agreed time and place. The conference shall be arranged by the City and attended by City representatives including the inspector, and the Contractor, Contractor's superintendent and major subcontractors. Contractor shall present at the conference the progress and submittal schedules, and progress payment format, and provide emergency phone numbers.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

5-03. Beginning of Work: *The Contractor shall be prepared to begin work on July 1, 2010.*

SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the State Standard Specifications and these City General Provisions.

As of the 20th day of each month, requests for progress payment listing amount and value of work performed during that month may be submitted for review. Upon review and approval or adjustment by the Parks Superintendent, progress payment will be made. Requests submitted promptly as of the twentieth of the month will be paid normally by the tenth of the following month.

The Bidder's attention is directed to the provisions of Section 9 of the Standard Specifications and the following modification, all of which are applicable to this Agreement:

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall, within five (5) days, make such inspection, and when the Engineer finds the work acceptable under the Agreement and the Agreement fully performed, the Engineer will recommend to the City Council (at the next following Council meeting) that the Agreement be accepted and a "Notice of Completion" be prepared and recorded. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within fifteen (15) days after the expiration of thirty (30) days following the date of recordation of the Notice of Completion.

Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6-02. Substitution of Securities in Lieu of Retention: Pursuant to Section 22300 of the Public Contract Code, the Agreementor may substitute securities for any money held by the City to insure performance of the Agreement. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or federally-chartered banks as an escrow agent, who shall return such securities to the contractor upon satisfactory completion of the Agreement. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the Agreement has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the contractor and the City.

SPECIAL PROVISIONS

(These Special Provisions are to be used in conjunction with
the City Standard Specifications and Standard Details.)

SECTION 22. SPECIAL PROVISIONS FOR TREE PRUNING AND OTHER TREE CARE WORK

22-01 General

American National Standard Safety Publications Z-133.1-1982 and the International Society of Arboriculture Tree Pruning Guidelines shall be made a part of and included in specifications as the safety requirements. In addition to meeting qualified tree workers' qualifications and because a percentage of the trees may be within ten feet of energized conductors, employees and equipment working within the ten foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line clearance tree trimmer trainees using approved tools and equipment.

Proof of employees' training program and Dielectric Test on equipment and tools are required.

All incidental power and hand tools shall have Dielectric Tests where required.

All equipment and tools shall meet and be kept maintained as required in ANS Z-133.1-1982.

All personnel and equipment must meet regulations as written in the American Standard Safety requirement for pruning, trimming, repairing, maintaining and removing trees, and for cutting brush.

All tree care work shall be done in conformance with International Society of Arboriculture guidelines.

22-02 Definitions

For the purposes of this Agreement, the following terms and wordings have the definitions hereinafter specified.

Site. The area within the geographical limits of the City of Pleasanton and its affiliates.

Owner. The City of Pleasanton

City Inspector. The Parks Superintendent, Parks and Community Services, or their designated representative, City of Pleasanton.

Contractor. The firm who signs the Agreement for the project.

City Tree. Any tree as designated by the City within the geographical limits of the City of Pleasanton and its affiliated facilities.

Aerial Truck: Truck-mounted aerial lift. Minimum 52 feet from bottom of bucket to ground. Boom shall be insulated dielectric tested and certified, mounted on 360 degree rotating turntable.

Dielectric test is necessary to work within ten (10) feet energized conductors in excess of 750 volts.

Parks Superintendent will require a current (within 12 calendar months) certificate of dielectric testing before any aerial truck will be allowed to operate on City project.

Brush Chipper. Minimum 12-inch knives. Towed or truck mounted. Must meet all applicable federal, state, and manufacturer's standards. Produced wood chips must be suitable for use as landscape mulch. Wood chip mulch to be approved by the Parks Superintendent.

Covered Wagon. Truck with mounted chipper, minimum 15 cubic yard hydraulic chip dump box.

Dump Truck. Two-ton minimum, 15 cubic yard hydraulic chip dump bed.

22-03 Public Notice

22-03A General

Contractor shall respond to the City's request for work within 24 hours of notification and said work shall begin within 7 calendar days of the request.

Contractor shall provide 24-hour notification to property owners and/or business owners when performing work adjacent private property.

22-03B Emergency Work Notification

No notification is required for emergency call out work.

22-03C After Notification

If resident or business owner objects to tree pruning or other tree care work, Contractor may be required to delay pruning until complaint is resolved by City. If objection to pruning occurs while work is in progress, Contractor shall immediately stop work on tree or trees in question and immediately notify City Parks Superintendent. Work shall not resume until authorized.

22-03D Complaints

In the event of complaints by a resident, the Contractor shall make every effort to resolve the issue to the mutual satisfaction of both parties. If Contractor cannot resolve the complaint, he shall contact the City's Parks Superintendent.

22-03E Postponement of Work

Because citizens occasionally complain, Contractor shall assume and plan for this eventuality. Contractor should be prepared to move on to the next scheduled tree work.

22-03F Public Relations

The Contractor is reminded that he is an integral part of a continuing service to which the residents are accustomed. All public contact shall be courteous, congenial, and informational only. Discourtesy cannot be tolerated.

22-03G Publicity Releases

The Contractor is not authorized at any time to release any information, story, photograph, plan or drawing relating to the project to anyone, including the press or other public communication media, except as submitted and approved for release by the City.

22-03H Behavior of Contractor's Employees

The Contractor agrees to prohibit the use of alcoholic beverages or drugs of any nature other than medical, by the drivers and crew members and requires employees to be properly and neatly clothed.

Each employee shall be made aware of the stipulations and shall always represent the Contractor and the City in a neat and appropriate manner.

22-03I Cooperation with City Forces

The Contractor shall cooperate with all City forces which may do work within the work area. If, in the opinion of the Parks Superintendent, any employee of the Contractor is not cooperating with the City forces, said employee shall be removed from the project immediately.

22-04 Scheduling and Coordination of Work

Due to the nature and size of this Agreement, the Contractor shall have a "basic crew" available on a Monday through Friday basis. The Parks Maintenance Division shall provide the Contractor with a list of type and location of on-going work. It is anticipated, but not guaranteed, that this work will consume a "basic crew" on a regular basis for approximately 38 weeks annually. Should there be any decrease in the amount of work, the Contractor shall check in with the City on a weekly basis and be available within 48 hours for regular work.

The Contractor shall be responsible for coordinating all arboriculture activity with City Parks Superintendent. Contractor shall establish a uniform time schedule for performance of routine

work which shall be in conformance with general work which shall be in conformance with general Agreement work hours and special arboriculture requirements.

Emergency call-out work shall be coordinated between Contractor and City Parks Superintendent on a verbal authorization basis.

22-05 Days and Hours of Work

Scheduled work shall be performed during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. The Parks Superintendent shall have the authority to change the hours of work to meet the needs of the City.

Pursuant to the State Labor Code, "work performed by employees of the Contractor in excess of eight (8) hours per day, forty (40) hours per week, at not less than one and one-half times the basic hourly rate of pay." Time and one-half the basic hourly rate is paid for work performed on a holiday. Double time shall be paid over twelve (12) hours per day and/or over eight (8) hours on Saturday, Sunday, or holidays.

22-06 Supervision, Inspection, and Agreement Compliance

Contractor must provide for adequate supervision and inspection of all work performed to ensure that each requirement of these specifications is consistently met.

A fully qualified supervisor representing the Contractor shall be readily available to meet with the City Parks Superintendent as needed for the purposes of correcting problems, conflicts, and coordinating work schedules.

Inspection by City Parks Superintendent or his or her designated representative shall be made during normal City operating hours, unless otherwise arranged.

The progress and standard of quality of work to be accomplished under this Agreement shall be to the degree acceptable to the City Parks Superintendent. In the event the City Parks Superintendent determines Contractor's work is unsatisfactory, Contractor may be required by City Parks Superintendent to perform the additional work at no cost to the City.

22-07 Work Records and Wages

A complete and up-to-date record of all tree care work shall be submitted bi-monthly (twice a month) to City Parks Superintendent. Work records will include, but not be limited to, type of tree crew work performed, date, species, and any other information required by the City Parks Superintendent for City tree care records. Format of work records data shall be within the data entry or import capabilities of Arbor Access application. Data to be supplied by either CD-ROM, electronic delivery by e-mail, or FTP. Remote access via VPN connection over the Internet to the program is also to be considered.

22-08 Payment

Payment shall be made monthly based on billing invoice for hours worked under Agreement. Computation of hours worked shall be computed to the nearest quarter (1/4) hour.

SECTION 23. OPERATIONAL SPECIFICATIONS

23-01 Level of Service

The City will demonstrate the standard of tree trimming required on various species of trees before the work begins.

City contact person: Lisa Hagopian, Parks Superintendent, Parks and Community Services Department, or her designated representative.

23-02 Personnel

23-02 General

The Contractor shall furnish a minimum of one basic crew consisting of one crew leader/working foreman, one qualified tree trimmer/climber, one line clearance tree trimmer/climber, and one ground person. Also, the Contractor shall furnish supervision of his crew and inspection of tree conditions daily. The City reserves the right to request removal of any employee of the Contractor.

All Contractor's work will be in City specified areas, only.

As necessary, Contractor shall make available a minimum of one employee who is qualified to work within ten feet of energized electric power lines in excess of 750 volts.

The Contractor shall ensure that at least one (1) crew member on each basic crew can adequately communicate with residents in the English language.

The Contractor will provide a means by which to immediately contact the crew foreman during the workday (cell phone or radio).

23-02A Supervisor

Tree Care Supervisor will have a minimum of five (5) continuous years as supervisor of complete tree maintenance service, three (3) years performing duties of a foreman, and two (2) years performing duties of a tree trimmer. The Supervisor must be approved to work within 10 feet of energized lines in excess of 750 volts and must list employer, job, and time, etc., on Qualifications Statement and Supervisor Qualifications included in these documents.

23-02B Crew Leader

Crew Foreman shall have four continuous years of on-the-job experience performing pest management, removal, pruning, thinning, elevating, cabling of trees and a qualified tree trimmer.

Crew Foreman shall be designated at the start of the Agreement. This Foreman shall not be changed unless approved by the City.

23-02C Qualified Tree Trimmer

Qualified Tree Trimmer shall have two continuous years of on-the-job experience performing pruning, elevating, thinning, and removal of trees. Tree trimmer shall have a minimum of one year of experience operating an aerial lift (ex. Hi-Ranger).

23-02D Spray-Fertilizing Technician

Spray-Fertilizer Technician shall have a minimum of two continuous years of pest management experience, fertilizing trees, shrubs, or lawns, and have a minimum of two years experience operating 35 GPM hydraulic pump, and shall possess a current California Pest Control Operator's license.

23-03 Equipment

In general, standard tree trimming equipment shall be used and maintained in a satisfactory condition at all times and in compliance with State and Federal/OSHA regulations. Equipment not suitable to produce the quality of work required shall not be permitted to work on the Agreement work. All tools shall be clean, sharp, in proper working order, and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition, well maintained and in compliance with all applicable laws and regulations.

Equipment shall be operated in a manner which will minimize offensive noise. Chippers shall not be operated in one location for extended periods of time. When trimmings of adjacent trees have been chipped, chipper is to be moved to the closest practical location next to tree or trees to be pruned. Equipment used for emergency work at night must be suitably equipped with warning lights and working lights.

Storage Facility: It is the contractor's responsibility to provide his own storage facility. The City does not provide facilities or storage space for the contractor's use.

Aerial Truck: Truck-mounted aerial lift, minimum 52 feet from bottom of bucket to ground. Insulated dielectric tested boom mounted on 360 degree rotating turntable. Dielectric test is necessary to work within ten (10) feet of energized conductors in excess of 750 volts.

Brush Chipper: Minimum 12-inch knives. Towed or truck mounted, and must meet all applicable federal, state, and manufacturer's standards. Produced wood chips must be suitable for use as landscape mulch. Wood chip mulch quality to be approved by the Parks Superintendent.

Stump Grinder: Truck towable, minimum 35 H.P. rated, capable of grinding to 18" below grade

Covered Wagon: Truck with mounted chipper, 15 cubic yard hydraulic chip dump box.

Dump Truck: Two-ton minimum 15 cubic yard hydraulic chip dump bed.

Communication Device: Cell phone or two-way radio. Cost of the device is the responsibility of the Contractor.

23-04 Safety

Contractor shall adhere to all federal, state, and local safety rules and regulations.

23-05 General Provisions

- A. Contractor shall furnish daily reports of productivity and progress to the City. These reports shall specify labor and equipment hours, plus any materials utilized.
- B. Contractor shall adhere to all Special Provisions for tree pruning, tree removal, line clearance, and other required maintenance.

23-06 The City will do the Following:

- A. Periodically inspect the work to assist in ensuring the work meets City's standards.
- B. City Inspector or his agent will be available during regularly scheduled hours to discuss and resolve any concerns of the Contractor.

23-07 Materials

All materials shall be provided by the Contractor and shall be the best kind available, in the opinion of the City Inspector.

23-08 Consideration for Others

The work shall be conducted in such a manner as to cause the least possible annoyance to others or interference with pedestrians or vehicular traffic.

23-09 Supervision

A designated, qualified spokesperson shall be present at all times when work is being performed. In case of emergencies or changing work location and other urgent matters, the City will be immediately contacted.

23-10 Protection of Property

Precautions shall be taken to prevent damage to any adjacent trees or related plant life which is not a part of this Agreement. Damage to any tree or related plant life, not a part of this Agreement, shall be repaired to the satisfaction of the City or adjacent property owner.

23-11 Priority of Pruning - Removal

All locations shall be processed in the order they are given. Any deviation from this schedule must be approved by the City's representative.

23-12 General Objectives

Prune trees to accomplish the following: to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to eliminate narrow V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with roots. Evergreen trees should be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees should be done during the dormant season. Damaged trees, or those that constitute health or safety hazards should be pruned at any time of the year as required. All pruning cuts should be made to lateral branches, or buds, and nearly flush with the trunk at "shoulder rings". Under no circumstances should "stubbing" or "topping" ever be performed. Pine and Eucalyptus species shall be only pruned during cold weather periods of the year, normally between November and March, to reduce the possibility of infestation by the borer beetles.

23-13 Pruning Categories

- A. Thinning and Shaping - all trees are to be pruned to follow the natural growth of the trees.
- B. Height Reduction - Prune top growth to reduce overall height of broadleaf trees by approximately 25% but no lower than 20 feet. Does not include changing the scaffolding structure of the tree. Check with the Parks Superintendent regarding height reduction for each tree prior to pruning.

23-14 Tree Pruning and Removal Requirements

The instructions defined herein are the City Standards for the Pruning of Street Trees, and provide details and directions to the Contractor.

The Contractor shall perform the following services in a professional manner consistent with all appropriate rules of safety.

- A. Follow the shape suggested by the natural growth habits of each tree species.
- B. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show, permitting dead material to be easily cleaned out and light to show through the head. Tree foliage shall not be reduced by more than 25%.

- C. To encourage new growth in older trees, open the interior by removal of large old inner wood. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral which is large enough to assume leadership.
- D. The drop crotch method of pruning shall be used to reduce the height or spread of a tree in conjunction with thinning cuts. Drop crotch is a thinning type of pruning in which a main branch of the leader is removed by cutting to a large lateral. The cut is at the crotch formed with the portion removed and the laterals left.
- E. All limbs, one inch in diameter or over, shall be undercut to avoid splitting. Where there is a chance of the bark tearing at the crotch, remove large limbs with the crotch. The undercut should be at least one-third of the diameter. Make the second cut one to three inches further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callous growth and evenly flush to the remaining wood. Cuts shall not be made so large that they will prevent normal sap flow.
- F. Trim to remove dead wood, hazardous branches, weak, diseased, insect infested, broken, low or crossing limbs and all suckers, shoots and ivy. Branches with an extremely narrow angle of attachment shall be removed. Any structural weakness, decayed trunk, or branches shall be reported to the City Inspector.
- G. The Contractor shall provide for proper vehicle clearance at curb - both in height of lower branches and extension of branches into the street. Height clearance at the curb shall be ten (10) feet from street level.
- H. Sight distance correction for highway traffic. Prune to provide for good visual distance at intersections, clearance of traffic control signs and devices as well as street name signs at intersections.
- I. On trees known to be diseased, pruning tools as well as cut surfaces shall be disinfected with a ten percent (10%) chlorine bleach solution or sterilant after each cut and between trees where there is danger of transmitting the disease on tools.
- J. Pruning with lopping shears will be permitted. Small limbs, including suckers and water spouts, shall be cut close to the trunk or branch from which they arise.
- K. Trees with dense foliage surrounding streetlights shall be opened to allow light to penetrate through the head.
- L. All cut branches three and one-half inches or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropped limbs shall be repaired promptly at the Contractor's expense and to the satisfaction of the City Inspector.
- M. Pruning around high voltage transmission lines shall be done by a certified and qualified line clearance tree trimmer only.

- N. All mistletoe existing in trees to be pruned shall be removed, unless otherwise directed by the Park Superintendent.
- O. All trees to be completely removed shall be ground down twelve inches minimum below grade. Grinding debris and wood chips are to be removed to soil grade as part of the stump removal unit price.
- P. Remove all loose bark hanging in crotches of all Eucalyptus trees.
- Q. All girdling roots visible to the eye, where practicable, should be treated as follows: report girdling roots; remove girdling root by severing root in two places -- removing the section cut.

23-15 Removal of Brush, Debris and Wood

Contractor is to supply a wood chipper for his work which produces high quality wood chip mulch which can be recycled and used as ground mulch.

The Parks Superintendent may require recyclable wood chips to be disposed of at site(s) within the City limits where wood chips will be utilized by the City.

All tree wood, trimmings, and debris resulting from work that cannot be chipped and recycled as ground mulch, shall be promptly removed from the work site and properly disposed of at the Contractor's expense.

As prevention measure for disease, all wood, trimmings, or wood chips from diseased trees shall be properly disposed of at a refuse disposal site at no expense to the City.

23-16 Park and Other Non-Street Trees

Special care shall be taken to minimize conflicts with park users and activities at other City facilities when work is performed.

23-17 Demonstration

The City Parks Superintendent may require a tree crew to demonstrate tree work standards of trimming required on various species of trees.

23-18 Final Cleanup

Upon completion of tree pruning, or other tree care work of a separate tree or group of trees, the area shall be cleaned to a condition at least equal to that which existed when work was started. Undergrowth and adjacent shrubbery or trees sustaining broken branches or other injury resulting from the Contractor's operations shall receive corrective treatment satisfactory to the City Parks Superintendent.

SECTION 24 TREE INVENTORY DATA SPECIFICATIONS

24-01 Software

Current work reports and site inventory data exists in Arbor Access software format. (Arbor Access is available for purchase from West Coast Arborist, 1-800-521-3714.) Vendor shall be able to either operate or maintain inventory in existing Arbor Access format or convert existing data in to another software format. New software format shall be acceptable to the City. New software format is to be easy to use, and one should be able to search data based on the following different criteria; tree district, street name, street address, tree name, (common name and botanical name) tree species, tree height, tree DBH and recent work history.

All GPS data shall be within a format that is compatible with the integration of existing GIS basemap data. This is based on ESRI software. New site inventory data corresponding and corresponding GPS data shall also integrate directly to existing GIS basemap and tree inventory spatial layers. This is based on ESRI software.

24-02 Work Report Data

Data comprising work reports shall contain City of Pleasanton tree identification number, street address, whether the tree is located on a side street, number of tree at address, on street address, (if applicable) botanical name and common name of the tree, DBH and height of the tree and the date tree was serviced and what operations occurred; trimming removal, etc.

Data is to be supplied Bi-monthly. Data can be supplied electronically via e-mail, ftp, or CDROM. Format of data must have attributes that will facilitate an importing, uploading, or synchronization of new data with existing data format.

24-03 Tree Inventory Data Collection For New Sites/Trees

A. Staff Qualifications

An I.S.A. Certified Arborist shall perform data collection.

An Application Programmer or Systems Engineer shall configure the exporting/importing, or otherwise uploading procedures, of new and edited data. This person will be the contact point for the City of Pleasanton Information Services staff.

B. Attributes To Be Collected For Each Site

Tree attributes to be collected for each site include all of the following: Tree identification number, GPS location within 1 meter of tree, property address, street name, location, (Park, Government Building, Golf Course) Parkway width, presence of existing overhead utilities, tree vacancies, tree specie identification (botanical and common name), DBH with size categories "0-6", 7'-12", 13"-18", 19'-24", 25"-30", and 31" and over.

SECTION 24. GLOSSARY OF ARBORICULTURAL TERMS

<u>Ball</u>	Refers to Date Palms. The part of the Palm immediately below the base of the crown or head. This is an ornamental trimming practice used to accent the difference between the trunk and the crown. The turban or ball is cut longer and rounded off. The turban or ball is cut from the "boots" or base of the fronds that are being trimmed off.
<u>Boots</u>	Base of the Date Palm frond.
<u>Branch</u>	A stem growing from the trunk or from another branch of a tree.
<u>Butt Wrap</u>	Fibrous leaf sheaths that cling to the trunk of the tree after a frond has been cut off. Pertains to Mexican Fan Palms.
<u>Cables</u>	Cables are installed to strengthen major branches to alleviate splitting in heavy wind conditions.
<u>Callus</u>	New growth made by the cambian layer around old wound.
<u>Cambium Layer</u>	Growing point between the bark and the sapwood.
<u>Crown</u>	The top of a tree above its trunk or trunks.
<u>Crotch</u>	The angle formed by the parting of two branches or union of a branch and the trunk.
<u>Current Season's Growth</u>	Growth made between spring and the onset of winter dormancy of the same year.
<u>Cut</u>	Exposed wood area that remains after the branch has been removed.
<u>Cut Back</u>	Specified reductions of the overall size of the tree or individual branches, but may include the overall reduction of the sides as well as the top of the trees.
<u>Deliquescent</u>	Tree form in which the main trunk divides into many branches to form a wide spreading crown, e.g., elm, ash or prunus species.
<u>Dormant</u>	A condition of nonactive growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.

<u>Drop Crotch</u>	Thinning type of pruning in which a main branch or the leader is removed by cutting to a large lateral - the cut is at the crotch formed with the portion removed and the lateral left - term usually used when pruning large trees.
<u>Excurrent</u>	Tree form in which the main trunk remains dominant with small, more or less horizontal branches, e.g., pine, liquidambar or pin oak.
<u>Fan Palm</u>	Many different varieties, but this term refers to Palms whose fronds have a fan shape.
<u>Feather Palms</u>	Palm whose fronds have a feather shape, also many different varieties.
<u>Fertilizing</u>	Perforate the soil three feet on center in the area that contains the root system and shall extend as far as the branches. This is the area mandatory to fertilize.
<u>Framework</u>	The basic branch structure of a tree which gives it its shape.
<u>Healing</u>	Refers to the roll of the callus growth around the wood area.
<u>Lateral</u>	Branch attached to and subordinate to the trunk or another branch.
<u>Leader</u>	Developing trunk which is larger and more vigorous than the lateral branches.
<u>Lifting</u>	The removal of lower branches for under clearance.
<u>Narrow-Angled Branch</u>	Branch attachment whose angle with the trunk usually is less than 40 degrees.
<u>One Year Old Wood</u>	Growth that developed during the previous growing season
<u>Paint</u>	An approved tree wound dressing, usually to contain a disinfectant and usually of asphalt base. Paint to be free of the materials toxic to callus formation.
<u>Parent Stem</u>	The main trunk system of the tree
<u>Precut or Precutting</u>	The removal of the branch at least six inches
<u>Primary Scaffold</u>	

<u>Branch</u>	A permanent branch arising from the trunk becoming part of the major framework of the tree.
<u>Pruning</u>	The symmetrical thinning of the crown plus the removal of all dead, diseased and interfering and dying branches. Pruning will also remove those branches that interfere with house, antennas, other construction or trees, and vehicle or pedestrian traffic.
<u>Radial Spacing</u>	Distribution of branches around the trunk.
<u>Sap Flow</u>	The definite course assumed by sap in its movement through a tree.
<u>Scars</u>	Natural or manmade lesions of the bark in which wood is exposed.
<u>Secondary Scaffold Branch</u>	A branch arising from a primary scaffold.
<u>Skinning</u>	Usually related to Washingtonia robusta (Mexican Fan Palm) meaning to remove the fibrous wraps that cling to the trunk after a frond has been cut off. This gives the trunk a smooth look and is cosmetic only. Although on streets, loose "Butt Wraps" have been know to blow off in high winds and strike cars or pedestrians. Removal of Butt Wraps can be safety factors, but rarely.
<u>Slicking</u>	Refers to the close cropping of boots on a Date Palm. Slicking is to Date Palm what skinning is to the Fan Palms. Slicking leaves the trunk with a smooth appearance which is ornamental in nature but does make it difficult for pigeons to roost, which is advisable in heavily traveled areas (i.e., streets and sidewalks).
<u>Sucker</u>	A vigorous shoot arising below the graft union or the ground from the trunk or roots.
<u>Suckers</u>	Abnormal growth of small branches usually not following the general pattern of the tree.
<u>Surgery</u>	Refers to any one of several operative, manual procedures performed by qualified arborists to repair damage, remove or prevent disease organisms, and promote the health and longevity of the tree.
<u>Thin or Thin Out</u>	Remove lateral branches at their point of origin; or shorten the length of a branch by cutting to a lateral which is large enough to assume leadership.

<u>Topping</u>	Specified reductions of the overall size of the tree or individual branches, but may include the overall reduction of the sides as well as the top of the trees.
<u>Tracing</u>	Scientific cutting of the bark along the loins of the sap flow to encourage healing and to be the outline of the wound area.
<u>Train</u>	Direct the growth of a young plant to secure the desired crown shape and arrangement of framework branches.
<u>Trimming</u>	Removal of specific limbs only.
<u>Trunk</u>	The central or main upright stem from which the crown branches arise or scaffolds originate.
<u>Turban</u>	Refers to Date Palms. The part of the Palm immediately below the base of the crown or head. This is an ornamental trimming practice used to accent the difference between the trunk and the crown. The turban or ball is cut longer and rounded off. The turban or ball is cut from the "boots" or base of the fronds that are being trimmed off.
<u>Vertical Spacing</u>	Distribution of branches up and down the trunk.
<u>Watersprout</u>	A vigorous shoot arising above the ground or graft union from a trunk or older branches, originating primarily from latent buds.
<u>Wide-angled Branch</u>	Branch attachment whose angle with the trunk is in the range of 50 to 90 degrees.

Appendix A –Tree Species Frequency

Most Common Trees Number of Trees

Platanus acerifolia	2,515
Sequoia sempervirens	1,985
Quercus agrifolia	1,426
Pistacia chinensis	1,314
Lagerstroemia indica	1,161
Pyrus calleryana	1,116
Fraxinus oxycarpa 'Raywood'	729
Quercus lobata	728
Liriodendron tulipifera	657
Celtis sinensis	437
Prunus cerasifera	325
Morus alba	306
Cedrus deodara	285
Robinia pseudoacacia 'Purple'	278
Fraxinus velutina	270
Pyrus kawakami	266
Cinnamomum camphora	209
Quercus rubra	201
Platanus racemosa	199
Juglans hindsii	187
Magnolia grandiflora	184
Quercus ilex	168
Eucalytus nicholii	162
Acacia melanoxylon	157
Liqustrum lucidum	156
Fraxinus velutina 'Modesto'	146
Pinus canariensis	139
Eucalyptus sideroxylon	138
Acer saccharinum	137
Acer rubrum	136
Platanus acerifolia 'Yarwood'	134
Chiptalpa tashkentensis	126
Fraxinus uhdei	121
Sapium sebiferum	119
Cercis occidentalis	118
Pinus pinea	113
Quercus wislizenii	103
Quercus coccinea	101
Ginko biloba	99
Prunus serrulata	97
Pinus radiata	90
Malus	87
Alnus rhombifolia	86
Cupressus sempervirens	84
Zelkova serrata	84
Casuarina cunninghamiana	82
Juglans regia	81
Sophora japonica	79
Gleditsia triacanthos	78
Ulmus parvifolia	78

Tilia cordata	77
Rhus lancea	76
Quercus virginiana	74
Acer platanoides	73
Pinus halepensis	73
Aesculus calforinia	71
Schinus molle	71
Nyssa sylvatica	70
Fraxinus 'Autumn Purple'	68
Populus fremontii	68
Laurus nobilis	61
Prunus blireiana	61
Alnus cordata	58
Robinia pseudoacacia	56
Betula nigra	52
Salix babylonica	52
Albizia julibrissin	50
Betula pendula	50
Koelreuteria paniculata	50
Quercus douglasii	50

Tree Breakdown by DBH Number of Trees

DBH 1-6"	11,094
7-12"	4,635
13-18"	4,180
19-24"	2,123
25-30"	458
31"+	259