



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Paul Medel, Public Works Manager

SUBJECT: Public Works Professional Services Amendments with West Coast Arborists, Inc. for Tree Trimming and Tree Maintenance Services for Parkway Strips and Facilities

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 2 to General Services Agreement No. 2022-059 with West Coast Arborists, Inc. for Tree Trimming and Tree Maintenance Services for Parkway Strips and Facilities, increasing the agreement amount by \$400,000 for a total not-to-exceed amount of \$2,200,000, and extending the termination date to June 30, 2027.

BACKGROUND:

Public Works staff have utilized private contractors to deliver professional services for the City since its incorporation in 2002. Tree maintenance services are provided through contracts for trimming, planting, and removal, which require specialized equipment and trained personnel.

In May 2022, the Public Works Street Maintenance Division issued a request for proposals (RFP) for Tree Trimming and Tree Maintenance Services for Parkway Strips and City Facilities. Following the RFP selection process, West Coast Arborists, Inc. was selected to provide these services. The information below summarizes the proposed amendment, justification, and recommended actions.

On June 7, 2022, the City Council approved the General Services Agreement No. 2022-059 with WCA for \$1,500,000, with a termination date of June 30, 2024.

On November 15, 2022, the City Council approved Amendment No. 1, which increased the contract authority by \$300,000, bringing the total not-to-exceed amount to \$1,800,000, and extended the termination date to June 30, 2026, with an option to extend for two additional one-year terms (Attachment 2). This increase supported additional services, including tree inventory and record-keeping.

Services under this agreement are provided on an as-needed basis, based on operational needs and available funding, as directed by the Public Works Department. Due to higher-than-anticipated service demand, including storm-related impacts and increased maintenance needs, the remaining contract authority is projected to be insufficient to cover services through the current term.

DISCUSSION:

The City provides tree maintenance services through contracts for trimming, planting, removal, and general maintenance activities that require specialized equipment and training. These tree maintenance services support the ongoing management of the City's urban forest, including routine grid pruning, a scheduled approach in which trees are maintained by geographic area on a recurring cycle to provide consistent upkeep and maintain required clearances, tree establishment, and respond to maintenance needs throughout the public right-of-way and City facilities.

Services are performed on an as-needed basis, based on operational priorities and available funding, as directed by the Public Works Department.

Recent storm events resulted in a higher-than-anticipated number of downed trees, requiring immediate response, cleanup, and additional emergency removals to address safety concerns at City facilities and within the public right-of-way. These conditions increased overall service demand beyond original assumptions and required more extensive trimming of large-species trees to maintain required clearances and reduce risk.

The Public Works Streets Division is requesting an additional \$400,000 and a one-year extension of the agreement through June 30, 2027, to continue providing routine maintenance, planting, and emergency tree response services.

Approval of this amendment will allow the City to continue responding to service requests, maintain scheduled maintenance activities, and address emergency conditions. Without the amendment, routine maintenance, planting efforts, and response to tree-related hazards would be limited. Amendment No. 2 is in Attachment 1.

Services will continue to be managed within the available budget authority.

FISCAL IMPACTS:

This amendment is funded by the accounts listed in the tables below, utilizing the Fiscal Year 26/27 budget.

Table 1 – Estimated Cost and Funding for Amendment

Vendor	Project Component	Estimated Total Costs	Funding Source	Funding Amounts*
WCA	Tree Trimming/ Maintenance for Parkway Strips and Facilities	\$400,000	101-50-5800-51067	\$281,000
			205-50-5800-51067	\$119,000
Total:		\$400,000	Total:	\$400,000

**Funding availability is subject to final 26/27 budget approval.*

ALTERNATIVES:

The City Council may elect not to approve the amendments and agreements discussed herein; however, this would result in significant delays in initiating and completing the work associated with the capital improvement program and street projects.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 2 to General Services Agreement No. 2022-059 with West Coast Arborists, Inc.
2. Amendment No. 1 and General Services Agreement No. 2022-059 with West Coast Arborists, Inc.

ATTACHMENT 1

Amendment No. 2 to General Services Agreement No. 2022-059 with
West Coast Arborists, Inc.

**AMENDMENT NO. 2
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
WEST COAST ARBORISTS, INC.**

This **Amendment No. 2** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **West Coast Arborist, Inc.** (“Service Provider”) dated June 7, 2022 (“Agreement,” Agreement No.2022-059) is made on this _____ day of _____, 20____.

SECTION A. RECITALS

1. This Agreement is for Tree Trimming and Maintenance Services for Parkway Strips and Facilities; and
2. This Agreement has been amended to provide for additional compensation and extend the termination date (Amendment No. 1); and
3. The Agreement currently provides for the total compensation amount not to exceed \$1,800,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$400,000 for continued tasks; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2026; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027, utilizing the City’s option, pursuant to the Agreement, to extend the contract on the same terms for two (2) additional one (1) year periods; and
7. The Agreement currently provides in Exhibit B entitled “Schedule of Fees” the rates; and
8. The parties desire to amend Exhibit B of the Agreement to identify the new rates, attached as “Exhibit B-1”; and
9. The City Council approved this Amendment No. 2, on this _____ day of _____, 20_____.

SECTION B. AMENDED TERMS

Now therefore City and Service Provider agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 2. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$400,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$400,000 per fiscal year**, and **SHALL NOT EXCEED** the sum of **\$2,200,000** (herein "not-to-exceed amount") and shall be earned on the following basis:

At the rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B-1,"** attached and incorporated herein.

2. **Section 6. TERM** of the Agreement is amended to extend the term for an additional one year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

3. This Agreement is amended to delete and replace in its entirety:

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

Robert Nisbet, City Manager

Signed by:
Patrick Mahoney

Patrick Mahoney, President

ATTEST:

Deborah Lopez, City Clerk

DocuSigned by:
RICHARD MAHONEY

Richard Mahoney, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Winnie Cai

Winnie Cai, Assistant City Attorney



Schedule of Compensation for Year 2026 - 2027
Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Tree Prune 0-6 DBH	Each	\$56.65
2	Tree Prune 7-12 DBH	Each	\$97.85
3	Tree Prune 13-18 DBH	Each	\$149.35
4	Tree Prune 19-24 DBH	Each	\$252.35
5	Tree Prune 25+ DBH	Each	\$463.50
6	Palm Prune 0-20'	Each	\$97.85
7	Palm Prune 21+'	Each	\$231.75
8	Water Sprout/Sucker Removal	Each	\$231.75
9	Tree & Stump Removal 0-6 DBH	Each	\$103.00
10	Tree & Stump Removal 7-12 DBH	Each	\$566.50
11	Tree & Stump Removal 13-18 DBH	Each	\$798.25
12	Tree & Stump Removal 19-24 DBH	Each	\$1,493.50
13	Tree & Stump Removal 25+ DBH	Each	\$3,605.00
14	Stump Removal 12-24 DBH	Each	\$283.25
15	Stump Removal 25-36 DBH	Each	\$412.00
16	Stump Removal 37+ DBH	Each	\$618.00
17	Specialty Equipment Rental	Hour	\$180.25
18	Plant 24" Box Tree - labor only	Each	\$463.50
19	Plant 36" Box Tree - labor only	Each	\$1,030.00
20	Inventory & Recordkeeping - per month	Each	\$1,030.00
21	Arborist Services	Man Hour	\$180.25
22	Tree Watering	Day	\$824.00
23	Crew Rental - per person	Man Hour	\$118.45
24	Emergency Crew Rental - per person	Man Hour	\$169.95

The proposed rates for FY26-27 include a 3.0% increase based on the Consumer Price Index. Once approved, the rates will start on 7/1/26 and remain in effect for 12 months.

ATTACHMENT 2

Amendment No. 1 and General Services Agreement No. 2022-059 with
West Coast Arborists, Inc.

Project Name: Parkway Strip Tree Trimming
and Maintenance

**AMENDMENT NO. 1
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
WEST COAST ARBORISTS, INC.**

This **Amendment No. 1** to the General Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **WEST COAST ARBORISTS, INC.** ("Service Provider) dated June 7, 2022 ("Agreement," Agreement No. 2022-059) is made on this 15th day of November, 2022.

SECTION A. RECITALS

1. This Agreement is for Trimming and Maintenance Services in conjunction with the Parkway Strip Tree Trimming and Maintenance project; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$1,500,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$300,000 for continued tasks; and
4. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2024; and
5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2026, with the City's option to extend the contract on the same terms for two (2) additional one (1) year periods; and
6. The City Council approved this Amendment No. 1, on this 15th day of November, 2022.

SECTION B. AMENDED TERMS

Now therefore City and Service Provider agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of **\$300,000** and to read in its entirety:
 - (a) **Maximum and Rate.** The total compensation payable to SERVICE PROVIDER by CITY for the services under this AGREEMENT

Project Name: Parkway Strip Tree Trimming
and Maintenance

SHALL NOT EXCEED the sum of **\$1,800,000** (herein "not-to-exceed amount") and shall be earned as the work progresses.

The rates and with reimbursement to SERVICE PROVIDER or those expenses set forth in SERVICE PROVIDER's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon SERVICE PROVIDER until June 30, 2026 with the City's option to extend the contract on the same terms for two (2) additional one (1) year periods), after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due SERVICE PROVIDER for all work described under this AGREEMENT.

- 2. Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2026 with the City's option to extend the contract on the same terms for two (2) additional one (1) year periods, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

SERVICE PROVIDER shall not commence work on the services to be performed until (i) SERVICE PROVIDER furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

- 3.** Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

Project Name: Parkway Strip Tree Trimming
and Maintenance

In concurrence and witness whereof, this Amendment No.1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

DocuSigned by:
Robert Nisbet, City Manager
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Robert Nisbet, City Manager

DocuSigned by:
PKL
324C79FBEE1F4FC...
Patrick Mahoney, President

ATTEST:

DocuSigned by:
Deborah Lopez
A3E09E3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
RICHARD MAHONEY
E7EE9E99D1904DA...
Richard Mahoney, Vice President

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:
Winnie Cai
A1BF8E896161498...
Winnie Cai, Assistant City Attorney

**Project Name: Tree Trimming and Maintenance Services
for Parkway Strips and Facilities**

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
WEST COAST ARBORISTS, INC.**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 7th day of June, 2022, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **WEST COAST ARBORISTS, INC.** (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing Trimming and Maintenance services in conjunction with the Parkway Strip Tree Trimming and Maintenance project; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080.
4. The City Council, on this 7th day of June, 2022, approved this agreement and authorized the City Manager to execute the Agreement.

SECTION B. TERMS

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform Tree Trimming and Maintenance Services for Parkway Strips and Facilities, as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$250,000 per fiscal year**, and **SHALL NOT EXCEED** the sum of **\$1,500,000 over the life of the Agreement**, and shall be earned on the following basis:

At the rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Paul Medel, Public Works Manager.

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider with discrete small projects, which shall in no event exceed **\$25,000 per project**. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the Project Manager and only start work upon written authorization from the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Service Provider Non-Discrimination. The Service Provider shall not discriminate based on race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This Agreement shall expire on June 30, 2024, term is four (4) years, effective from the date of execution of the contract, with the City's option to extend the contract on the same terms for two (2) additional one (1) year periods, subject to annual approval of budget on July 1st of each year. Any extension shall be memorialized by both parties in writing in the form of an amendment to this Agreement. The contract term and all extensions thereto shall not exceed a total of six (6) years

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Victor Gonzalez, Vice President is deemed to be specially experienced and is a key lead for services

City of Goleta

Public Works Agreement with West Coast Arborists

Page 4 of 35

provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) Nonwaiver. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to City’s vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers’ compensation and employer’s liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days’ prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider’s employees, or agents, from

waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.

- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate, for any reason, any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever ever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subs, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

20. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:


TO CITY: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Attention: Victor Gonzalez
Vice President
West Coast Arborists, Inc
2200 East Via Burton
Anaheim, CA 92806

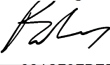
21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.


CITY OF GOLETA

DocuSigned by:

DE7CE466308944A...
Michelle Greene, City Manager

SERVICE PROVIDER

DocuSigned by:

324C79FBEE1F4FC...
Patrick Mahoney
President

ATTEST:

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:

E7EE0F99D1904DA...
Richard Mahoney
Vice President

**APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY**

DocuSigned by:

A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

TREE TRIMMING AND TREE MAINTENANCE SERVICES FOR PARKWAY STRIPS AND FACILITIES

The work provided herein shall be performed in accordance with the “Standard Specifications for Public Works Construction”, latest edition, of the Southern California Chapter American Public Works Association, also known as the “2021 Edition Greenbook”, and is incorporated herein by reference. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

The Service Provider shall be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section “Scope of Work.”

1.1. ANNUAL MAINTENANCE PROGRAM

- 1.1.1. The Service Provider shall be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects.
- 1.1.2. The Service Provider shall have working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with these special provisions.
- 1.1.3. **DELIVERABLES:** The Service Provider shall provide a daily work email to the Public Works Director, Manager and Supervisor, prior to every workday that details location of days’ work, crew leader and crew leader cell phone number. Failure to meet these requirements for timely response to emergencies shall result in a \$1,000 penalty for each occurrence.

1.2. EMERGENCY RESPONSE PROTOCOL

- 1.2.1. The Service Provider is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

- 1.2.1.1. The Service Provider shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City.
- 1.2.1.2. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed one-hundred- twenty (120) minutes.
- 1.2.1.3. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed one (2) hours from the time the call is placed.

Failure to meet these requirements for timely response to emergencies shall result in a \$1,000 penalty for each occurrence.

1.3. SERVICE PROVIDER EMPLOYEE PROTOCOL

- 1.3.1. The Service Provider shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Service Provider. Service Provider shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Service Provider's obligations under the awarded contract.
- 1.3.2. All employees of the Service Provider performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Service Provider shall provide a standard uniform consisting of at least a shirt, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Service Provider's employees shall appear neat and well-groomed at all times. Service Provider's employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.
- 1.3.3. The Service Provider's employees shall be subject to the following minimum requirements, skills, abilities, knowledge and hold an ISA certified tree trimming certification.
 - 1.3.3.1. Have all proper licenses for operation of equipment utilized by such employee.
 - 1.3.3.2. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.

- 1.3.3.3. Mechanical ability to make required operator adjustments to the equipment being used.
- 1.3.3.4. Knowledge of safety regulations as they relate to tree care and traffic control.
- 1.3.3.5. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
- 1.3.3.6. Ability to communicate orally in English. Supervisor shall have ability to communicate in written English.
- 1.3.3.7. Demonstrated knowledge of tree care and related operations.

1.4. TREE INVENTORY

DELIVERABLES: No later than five (5) months after full execution of the awarded contract for Tree Trimming and Tree Maintenance Services for Parkway Strips and Facilities, the successful Service Provider shall provide a complete city-wide update of the City's tree inventory. The tree inventory data shall be provided to the city in a GIS database system on City Computers so as to allow multiple City Staff to create their own trim list as needed (Laptop only access will not be accepted). Additionally, within five (5) months Service Provider shall provide The City with a Street Tree Program Binder. Tree inventory will include, but not be limited to, the following data fields:

- 1.4.1. Tree Location and Information: A GPS tree inventory shall be created with a new database using the standardized addressing system for all Parkway strip and facility tree locations. The Service Provider shall be required to provide a GIS compatible file utilizing such data. The Service Provider shall provide a binder which will include a list of addresses and street tree species for each individual address location as well as Tree inventory, Data Collection, Recommended Maintenance, Grid Pruning, Recommended Removals, Tree Planting Specifications, Inventory Overview, Frequency Reports, Inventory Reports, Zone Maps, and Species Planting List.

The Service Providers foreman must have handheld device to implement data/conduct inventory as trees are trimmed, pruned, or stump ground to update on site as work is completed.

The inventory shall be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plotting the position. The location shall be stated within one (2) foot accuracy.

The Service Provider shall update the GPS tree inventory on a daily basis, as conditions require (e.g., tree removed, tree planted, Tree

Trimmed, etc.). The City shall have City Computer access to the updated data at all times

Failure to meet these requirements shall be grounds for termination of the awarded contract.

1.4.2. Measurement of Canopy Spread

As a part of the data collection process, the Service Provider shall measure the canopy spread of each tree using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform standard. This data shall be included in the inventory database in a format suitable for use by the City.

1.4.3. Tree Condition

1.4.3.1. General condition of individual trees

1.4.3.2. Pruning requirements (i.e., recommended pruning cycle)

1.4.3.3. Condition of surrounding hardscape (i.e. displacement, recent repairs)

1.5. THREE YEAR TREE MAINTENANCE PLAN

DELIVERABLES: Within five (5) months of contract award, Service Provider shall review citywide tree Inventory and shall provide the City with a Three-Year Tree Maintenance Plan (TMP). This plan will include the proposed annual grid trimming schedule outlining the plan for trimming each of the City's trees over a three-year cycle, with exception for trees designated for more frequent trimmings. The TMP will be a three-year prioritized plan that identifies trees that need to be removed and replaced, as well as filling of vacancies. These vacancies will take into account any of the City's appropriate planning documents such as the City's General Plan and Street Tree Master Plan, Urban Forest Plan, as well as spacing concerns, area for planting, sidewalks, existing landscape, watering needs, etc.

1.6. WORK QUALITY AND GENERAL STANDARDS

All work performed by Service Provider shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Service Provider shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's designated representative shall determine if the Service Provider has met all trimming requirements, and payment shall not be made by the City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Service Provider shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Service Provider during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Service Provider shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 4:30 PM.

The Service Provider's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) hours and there is an issue such as a limb drop, dead branches, etc., the Service Provider shall respond as directed by the City's designated representative (whether emergency or standard response) at Service Provider's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Service Provider shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Service Provider's work crew may be allowed to enter such work zone. If any person enters such work zone, the Service Provider shall immediately cease all work and operation of all equipment until the work zone is clear.

1.7. PUBLIC NOTICING

The Service Provider shall supply and post standard signage, with professional quality graphics, approved by the City's designated representative, on the trunk of the tree at the work site at which work is to be performed, at least seventy-two (72) hours in advance of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Service Provider shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

The Service Provider shall comply with all provisions of the Goleta Municipal Code (G.M.C.) regarding work to be performed on street trees and landscaping (See Goleta Municipal Code, Chapter 12.02.560).

1.8. TOOL SANITATION

On all trees, including palms, known, or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited per the State Water Boards National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175. It is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

1.9. WILDLIFE PROTECTION

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Service Provider shall notify the City's Animal Control Division and/or the nearest appropriate animal rescue facility for assistance.

1.10. PRE-INSPECTION

Prior to the commencement of any work in the vicinity of any tree, the Service Provider shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Service Provider shall take appropriate action to protect same. If, during the course of pre-inspection, the Service Provider identifies damage that exists before the onset of work, the Service Provider shall document the damages with photos and report such damage to the City's designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City's designated representative shall be considered the responsibility of the Service Provider.

1.11. SETUP, OPERATIONS, EQUIPMENT STAGING

The Service Provider shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

1.12. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative.

1.13. RISK MANAGEMENT

Tree work is a controlled task. The Service Provider shall be responsible for any damages to private or public infrastructure as a result of Service Provider's work.

1.14. CLEANUP OF GREEN WASTE AND DEBRIS

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

1.15. DISPOSAL OF MATERIALS

The Service Provider shall provide to the City evidence of Recycling Credit for all green waste produced as a result of the Service Provider's operations under the terms of an awarded contract. All green waste shall be reduced, reused, recycled, and/or transformed by the Service Provider. Weight slips shall be required as proof of final disposal and must be submitted to the City with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

1.15.1. Wood Chips

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. The City shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. (Wood Chips are considered to be property of the City of Goleta) Chips generated from trimming operations within the City of Goleta may be dumped and spread at a City designated site with written permission from the City's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Service Provider to appropriately dispose of diseased trees.

1.16. RECORD KEEPING

DELIVERABLES: The Service Provider shall provide and operate, a computerized tree inventory system. The system shall be password accessible twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided to the City, shall be uploaded and operational within the Service Provider's tree inventory system prior to the commencement of all tree service work under the terms of an awarded contract. Thereafter, the Service Provider shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, diameter, age, location, address) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be updated to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work trim list histories for any and all tree sites in the

inventory, both individually and collectively by query, as well as future trim list scheduling to the extent known. The system must also be capable of having **Multiple City Staff** on separate staff computers create yearly/monthly/weekly/daily/ trim list or even species trim list to provide to Service Provider. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Service Provider and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web-based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City and shall be uploaded to the City's system no less than twice per week. Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the awarded contract.

1.17. ACCIDENT INVESTIGATION

Any duty-related incident which results in any injury shall be reported to the City's designated representative within one (1) hour by the Service Provider. The Service Provider shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Service Provider to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Service Provider shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Service Provider shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Service Provider shall be repaired or restored by the Service Provider at the Service Provider's expense to a condition similar or equal to that existing before such damage or injury, or the Service Provider shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Service Provider may self-perform such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

The Service Provider's responsibility shall be continuous and not be limited to working hours or days.

1.18. INSPECTIONS

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Service Provider shall be required to provide the City's designated representative, with a written schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Service Provider of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable by the City will be noted in writing to the Service Provider. Upon receipt of notice of any deficiencies, the Service Provider shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Service Provider's expense.

1.19. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Service Provider to make proper payments to subcontractors or for materials or labor.
- 4) Property damage that resulted from an incident.

1.20. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify this scope of work with the joint approval of the Service Provider and the City's Public Works Director or assignee. All modifications shall be in writing.

1) In the event that the City should require additional work beyond the requirements of this scope of work, the Service Provider shall perform all work and will be compensated based on the unit prices provided in the Schedule of Fees marked **Exhibit "B"** attached and incorporated herein. 2) Additional work may be added to the scope of work as the need arises. The Service Provider shall perform all specified and approved additional work at the unit prices provided in the Schedule of Fees marked **Exhibit "B"** attached and incorporated herein. 3) The Service Provider shall be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

1.21. GRID TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning depends on the type or purpose of pruning. Current Grid Pruning District Maps are shown in Appendix A

1. General Specifications for hardwood tree pruning
 - a. The Service Provider shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of the structure of any tree.
 - b. The Service Provider shall prune trees to prevent branch and foliage interference with safe public passage. The Service Provider shall maintain street clearance to a safe distance above the public right-of-way at a minimum of one-hundred twenty (120) inches (10 feet) above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Service Provider shall not prune the tree until such time direction is obtained from the City's designated representative.
 - c. The Service Provider shall use best practices when removing a live branch and shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
 - d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
- f. All final tree pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, that produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, branches shall be selectively pruned toward the end the limb in order to reduce end weight and thus decrease the likelihood of limb failure
- k. Branches that create sight line conflicts with traffic control signs and/or devices shall be selectively pruned.
- l. Branches that are within five (5) feet of a structure shall be selectively pruned.
- m. Trees of sprout or sucker growth shall be cleared to a minimum height of ten(10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Trees shall be pruned to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City's designated representative to do otherwise.
- o. All vines entwined in trees and on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees. Vines include, but are not limited to, ivy and mistletoe.
- p. Tree limbs shall be removed and controlled in such a manner to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.

- r. All pest infestations relating to termites, bees, hornets, or wasps shall be promptly reported to the City's designated representative.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible

The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City, to aid in the safety of climbers performing the removal of a tree.

2. Crown Raising/Clearance Prune:

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- b. Clearance Prune: Clearance Prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune."

3. Pruning Specifications for Individual Species

a. General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in the City, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to thirty percent (30%) of the live foliage

may be removed unless directed otherwise by the City's designated representative.

1. The Service Provider shall avoid damaging the central leader on all conifers. In specific cases the City's designated representative may direct the Service Provider to remove the central leader in an effort to limit the height of specific trees.
2. At the time of pruning, the City's designated representative shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
3. To control the growth of large mature conifers the Service Provider shall be required to prune the new growth of lateral limbs.
4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

b. General Trimming and Shaping of Broadleaf Trees.

Follows the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City's designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).

In specific cases the City's designated representative may direct the Service Provider to reduce the size of the tree crown in an effort to limit the height of specific trees.

2. Dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs shall be trimmed and removed. Branches with an extremely narrow angle of attachment should normally be removed.
3. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping shall not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

1.22. SPECIALTY PRUNE CLASSIFICATIONS FOR HARDWOOD TREES

A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning

is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than thirty percent (30%) of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

1. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
2. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of the trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City's designated representative.
3. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.
4. Crown Restoration: Crown Restoration is a corrective pruning used to restore the form of crowns that have been previously damaged. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

1.23. PALM TREE PRUNING:

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

- 1.23.1. The specifications for the pruning of palm trees are as follows:

City of Goleta
Public Works Agreement with West Coast Arborists
Page 25 of 35

- a. While making an approach to the palm crown for pruning, the Service Provider shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Service Provider shall report to the City's designated representative immediately.
- b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties up to the cost of replacement of the palm.

Live, healthy fronds, initiating at an angle of ninety degrees (90°) or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm shall result in severe penalties up to the replacement cost
- d. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Service Provider shall be responsible for removing palm fruit related stains from private property hardscape elements.

Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less

than four (4) feet and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Service Provider may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovel in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tampered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Service Provider shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Service Provider shall remove any foreign plant material that has sprouted in an ornamental ball. The Service Provider shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) feet and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Service Provider may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Service Provider shall use care not to cut into live trunk tissue while maintaining the nut. The Service Provider shall verify that the base meets the standard described herein each time a Date Palm is pruned.
3. Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
4. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm

City of Goleta

Public Works Agreement with West Coast Arborists

Page 27 of 35

is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.

5. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Service Provider shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Service Provider shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
6. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Service Provider shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Service Provider shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

1.24. TREE REMOVAL

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

1. The Service Provider shall comply with all general specification's standards described herein.
2. The price given by the Service Provider for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The Service Provider shall identify the location of all utilities (sewer, water, gas laterals) and private property landscape irrigation components prior to the removal of a tree and its root system. The Service Provider shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Service Provider shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
4. The Service Provider shall comply with wildlife protection standards described herein whenever removing a tree.
5. The Service Provider shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.

6. During a tree removal, the Service Provider shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Service Provider shall be held liable for loss of control incidents and shall pay for all damages and associated costs.
7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
8. While loading and handling debris, the Service Provider shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Service Provider shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
9. Except in hillside areas where the stump needs to remain for soil stability, in the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than thirty (30) days from the initial tree removal. The Service Provider shall be responsible for maintaining a Tree Stump Removal List daily with such list provided to the City weekly. Should the removal of any stump not occur within the thirty (30) day period, the Service Provider shall remove the stump, within forty-eight (48) hours of notification by the City, at the Service Provider's expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
10. As directed by the City's designated representative, trees on hillsides should be removed to a depth of one inch below grade, cut at the angle of the grade. The indentation shall be filled by the Service Provider with wood chips.
11. The Service Provider shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

1.25. TREE PLANTING AND YOUNG TREE CARE

The City's Approved Street Tree Planting List is attached as Appendix B.

1. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Service Provider shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
2. Tree plantings will be will require digging inside of city median landscape islands, city right of way landscape areas, parking lot planters, downtown tree well locations and or parkway strips. These planting areas may include irrigation, electrical conduits, sewer laterals, water laterals and gas lines/laterals (C-27 Req.)
3. Protect adjacent walls, sidewalks and utilities (Sewer, Water, Gas laterals) from damage or staining by the soil. Use ½" plywood and/or plastic sheeting as directed to cover existing concrete, metal, and masonry work and other items as directed during the progress of the work. Any damage to the paving or architectural work caused by the Service Provider shall be repaired at the expense of the Service Provider.
4. Service Provider shall be able to read planting specs/plans provided city engineer when trees are part of a city project for the instillation of trees. this may include the planting of trees around Irrigation, electrical conduits, Gas laterals, Sewer, and water lateral pipes (C-27 Req.). This may also include grading, digging, removal of large-scale trees, planting on slopes and the installation of silt fencing.
5. Tree will be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
6. Backfill material should be no more than 10% commercial soil amendment mixed with the native soil. Place fertilizer tablets in the corners of the bottom of the hole as per manufacturer's recommendation. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole. Soils shall not be compacted by tamping it down by foot.
7. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least 10 gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
8. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be 8-foot long, with a 1 ½-inch diameter. Tree ties shall be placed at 1/3 and 2/3 of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately 24"-30" below grade.

9. Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
10. Root barriers shall be installed when planting a street tree 7.5 ft. or less from hardscape in any parkway or center divider. (Measured from root flare to inside edge of hardscape.)
 - a. Sidewalk side – 16”-18” high x 8 ft. long barrier centered on tree trunk.
 - b. Curb side – 18”-24” high x 8 ft. long barrier centered on tree trunk.
 - c. Tree well – 12” to 18” high barrier, sized to fit perimeter of well, as specified by the City Arborist. (Well to be designed to accept standard sizes and lengths of root barriers so no special joints are required.)
11. Root barriers shall be included in the unit price of the trees next to the sidewalk edge. The top edge of all root barriers must be visible ½ inch above finish soil grade.
12. Planting will be at a minimum of 30 feet from the back of curb return (BCR) on the approach to an intersection and 10 feet from the end of curb return (ECR) on the exit side.
13. Plant 10 feet minimum from edge of approach.
14. Plant 10 feet minimum from street light standards, water meters, power lines and fire hydrants.
15. Plant 5 feet from house walks.
16. Center the tree between the sidewalk and curb.
17. Where there is no parkway, plant tree in the center of the public right-of way edge areas as directed by the Public Works Manager.
18. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
19. Where possible, replanted replacement trees should be offset, not placed in spaces previously occupied by removed trees.
20. Trees should be set a minimum of 75 ft. away from the center point of intersections.
21. Trees should be selected and located such that upon reaching maturity, foliage will not block street lighting or grow into overhead power lines.

1.26. YOUNG TREE TRIMMING & STRUCTURAL PRUNING

The City of Goleta has planted and continues to plant new trees along streets and in facilities planters. As trees grow and mature, their form varies. Trees strive to grow to an inherent form dictated by their genetic composition and also influenced by the environment and by man. The way in which they are pruned in the nursery, or after planting can significantly alter their

development. As a result, trees without proper structural pruning often develop defects that can result in severe problems in the future. The simple act of annual structural pruning during the first three (3) years after planting can help a tree minimize or eliminate these defects for the future.

The American National Standard Institute has defined structural pruning as an objective in the A300 Pruning Standards; and there are variations in pruning young and mature trees. Pruning early in life will often prevent the need to make more extreme cuts when trees are mature.

The species and planting location often dictate how a tree may be pruned. A young tree planted along a parkway will need to provide clearance for traffic and pedestrians. Park trees may have different criteria. Therefore, most of the branches of young street trees that are lower than the necessary clearance, will eventually be removed in the future. Yet these temporary branches are critical for the tree to grow. The six step plan below provides a good guideline for structural pruning of a young tree after planting:

1. Remove the four "Ds": Dead, Dying, Diseased, or Damaged branches;
2. Select and establish a dominant central leader;
3. Select and establish the lowest permanent branch.;
4. Select and establish the lowest scaffold branches;
5. Select temporary branches below the lowest permanent branch;
6. Remove or subordinate co-dominant branches.

**EXHIBIT B
SCHEDULE OF FEES**

A. GENERAL SERVICES

Item#	Services	Unit Price	Estimated Units	Extended Price
1.	Cost per Grid or Annual Tree Street/Park Way Tree Trimming	\$89.00	2,600 Grid trimmings*	\$231,400.00
2.	Cost per Tree (Street/Park Way Tree, Off Grid Trimming) Regardless of tree diameter	\$189.00	450 Trees*	\$85,050.00
3.	Cost per Chinese Elm - Pruned every 2 Years (Crown Reduction / Crown Restoration)	\$329.00	5 Chinese elms	\$1,645.00
4.	Cost per Palm Tree Grid Trimming: Under 20' tall	\$89.00	Total 475 Palm Tree Grid Trimmings 125 under 20'	\$11,125.00
	Over 20' tall	\$89.00	350 over 20'	\$ 31,150.00
5.	Tree and Stump Removal: Cost per Tree (Tree and Stump Removal)		Total 16 Trees	
	0" – 6"	\$239.00	2 Trees	\$478.00
	7" – 12"	\$599.00	2 Trees	\$1,198.00
	13" – 18"	\$1,199.00	4 Trees	\$4,796.00
	19" – 24"	\$1,499.00	4 Trees	\$5,996.00
	25" and over	\$2,499.00	4 Trees	\$9,996.00

6.	Stump Removal 12" –	\$229.00	Total 18 Trees	\$1,374.00
	24"	\$329.00	6 Trees	\$1,974.00
	25" – 36"	\$429.00	6 Trees	\$2,574.00
	37" and over		6 Trees	
7.	Cost for Crown Reduction /Restoration per tree	\$379.00	50 Trees	\$18,950.00
8.	Palm Tree Skinning per linear foot	\$19.00	100 Feet	\$1,900.00
9.	Specialty Equipment - 30Ton Crane per hour	\$190.00	28 hours	\$5,320.00
	- 95 foot Aerial Tower per hour	\$125.00	42 hours	\$5,250.00
10.	Tree Planting and Installation Services (Price includes labor, equipment, root irrigation device and materials; assume tree to be provided by Service Provider to site; assume cost of tree billed separately)			
	- 24" Inch Box each	\$369.00	8 London Plane trees – 24" Box	\$2,952.00
	- 36" Inch Box each	\$1,100.00	2 London Plane trees – 36" Box	\$ 2,200.00
11.	Arborist Services & Report Writing per hour	\$160.00	8 hours	\$1,280.00
12.	Tree Watering per day (Assume 1 worker watering 8 hours)	\$760.00	5 days	\$3,800.00

13.	Special Request – Removal of Sprout or Sucker Growth (not as part of standard trim) on specific thoroughfares (cost per tree)	\$ 89.00	25 trees	\$2,225.00
14.	Tree Trim Inventory and Record Keeping (monthly cost)	\$ 1,000.00	12 months	\$12,000.00
A. SUB-TOTAL - GENERAL SERVICES				\$444,633.00

*Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

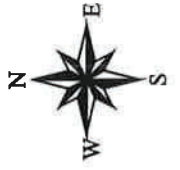
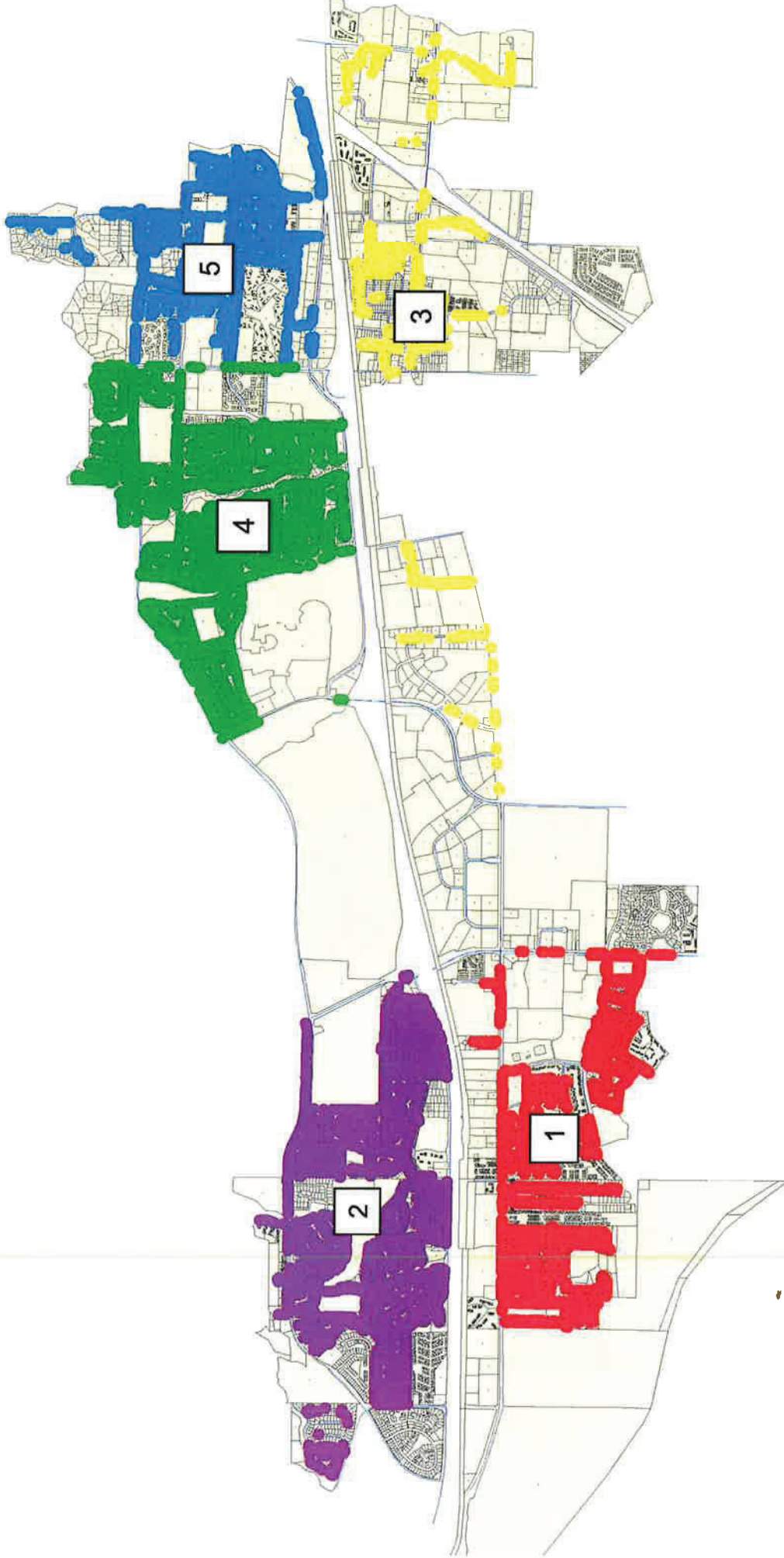
B. CREW RENTAL AND EMERGENCY SERVICES

Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.				
Straight Time				
Item #	Services	Unit Price	Estimated Units	Extended Price
1.	4 Man Crew with Equipment	\$ 380.00	50 hours	\$19,000.00
2.	3 Man Crew with Equipment	\$ 285.00	40 hours	\$11,400.00
3.	2 Man Crew with Equipment	\$ 190.00	10 hours	\$1,900.00
Overtime/Weekends/Emergency After Hour Call Out				
4.	4 Man Crew with Equipment	\$ 500.00	40 hours	\$20,000.00
5.	3 Man Crew with Equipment	\$ 375.00	20 Hours	\$7,500.00
6.	2 Man Crew with Equipment	\$ 250.00	10 Hours	\$2,500.00
B. SUB-TOTAL – CREW RENTAL & EMERGENCY SERVICES				\$62,300.00
GRAND TOTAL (A+B or General Services + Crew Rental and Emergency Services)				\$506,933.00

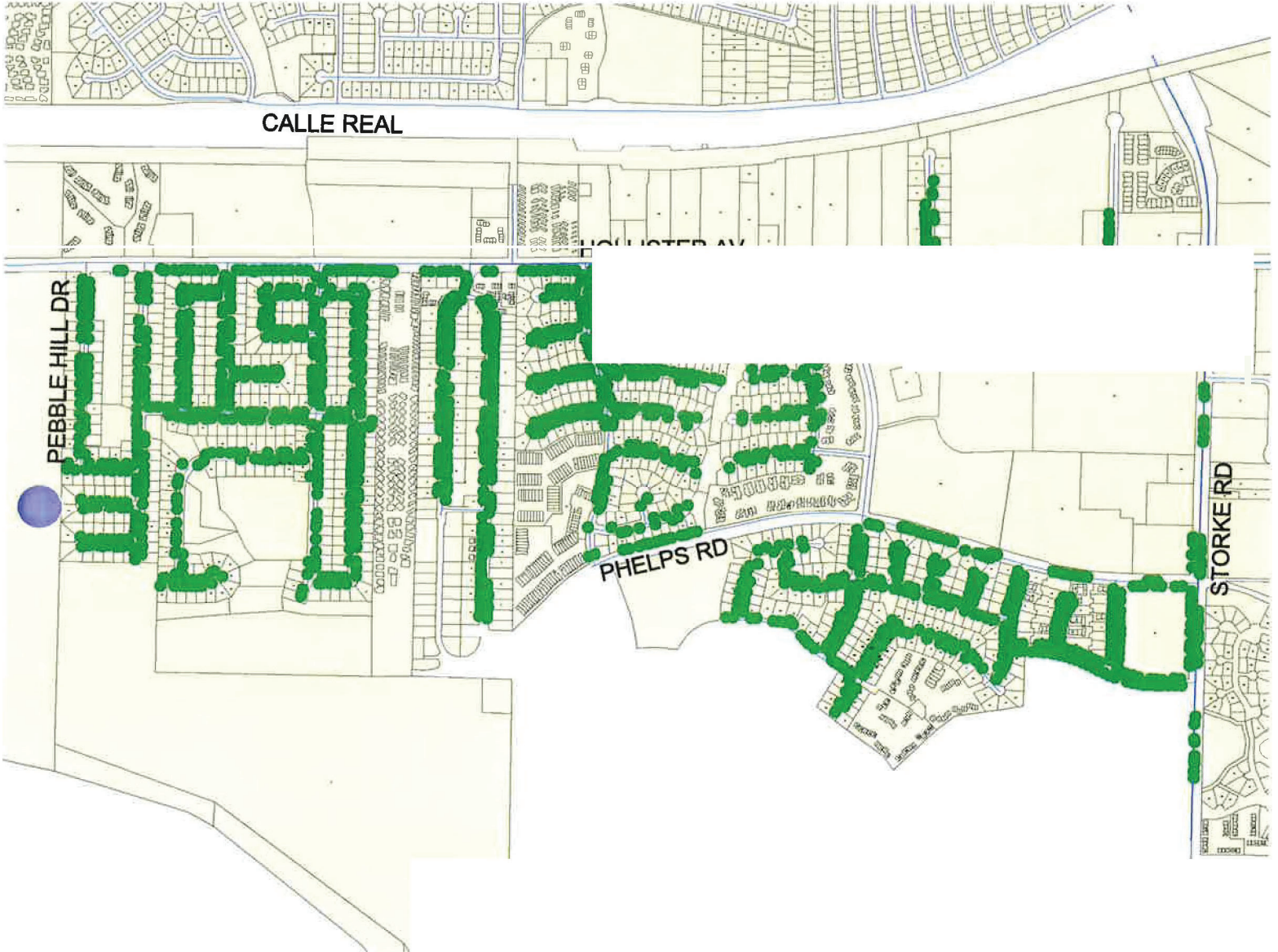
APPENDIX A

CURRENT GRID PRUNING DISTRICT MAPS

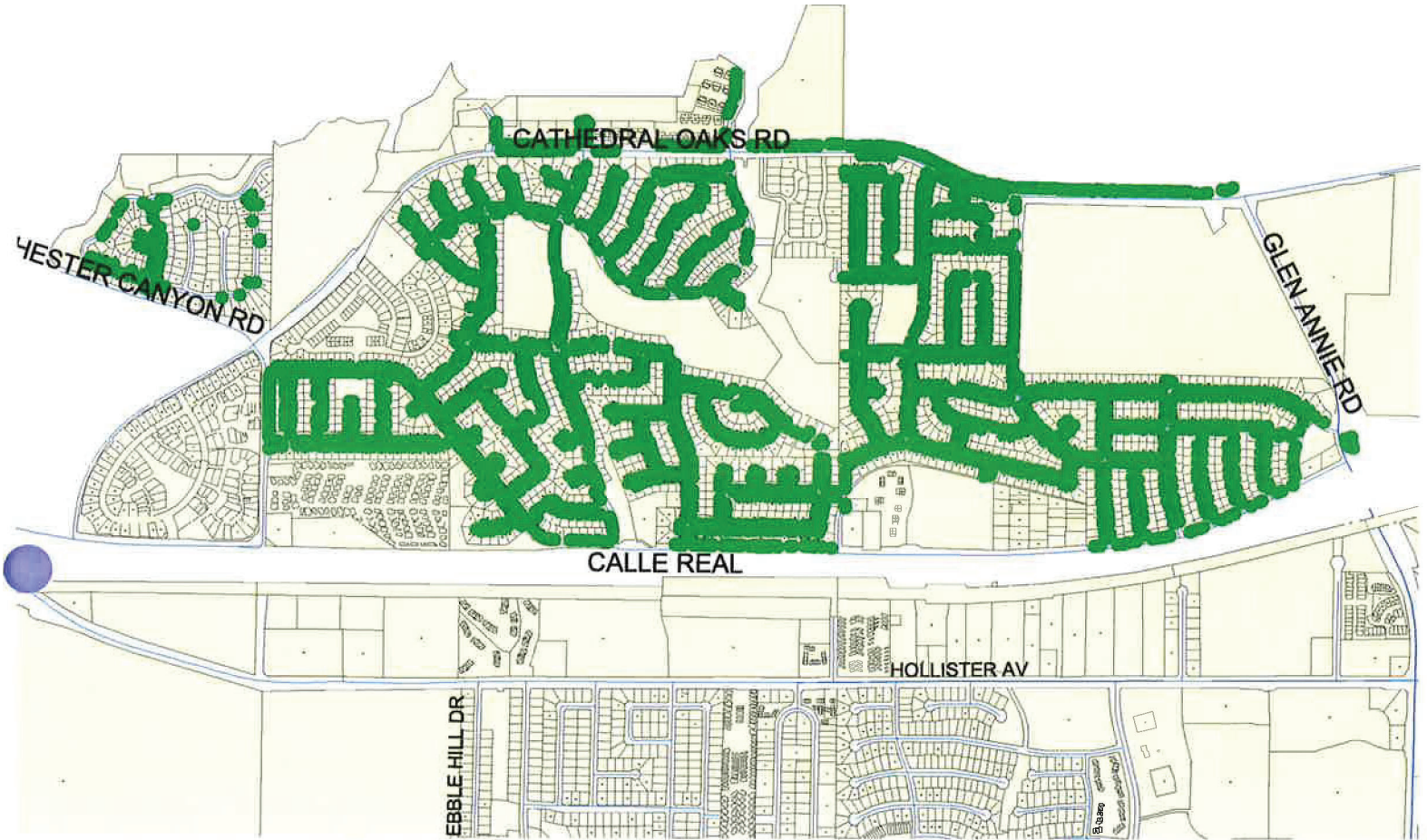
Goleta
Districts



GOLETA ZONE 1



GOLETA ZONE 2



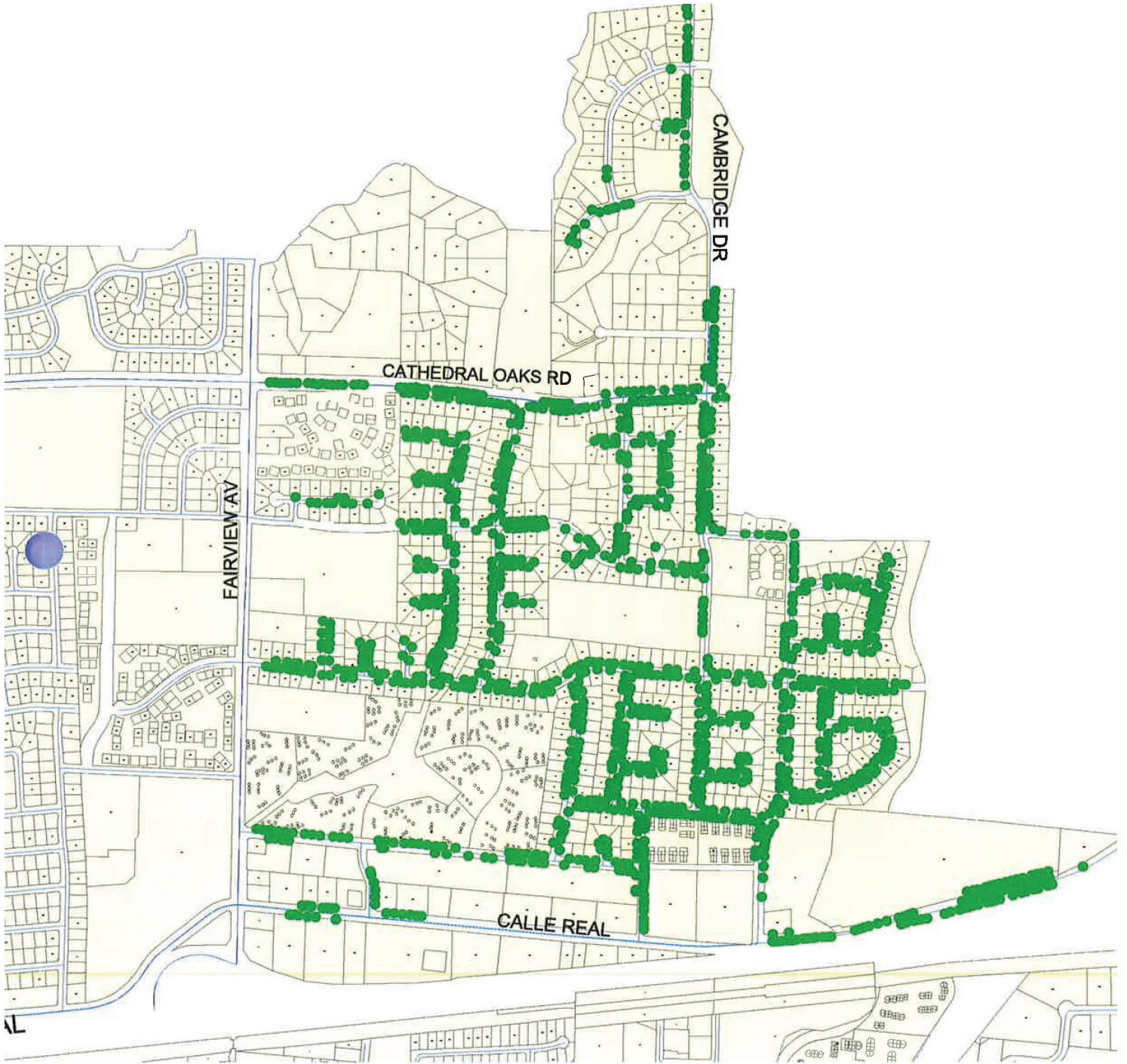
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GOLETA ZONE 3



GOLETA ZONE 4





CITY OF GOLETA FACILITY ZONES

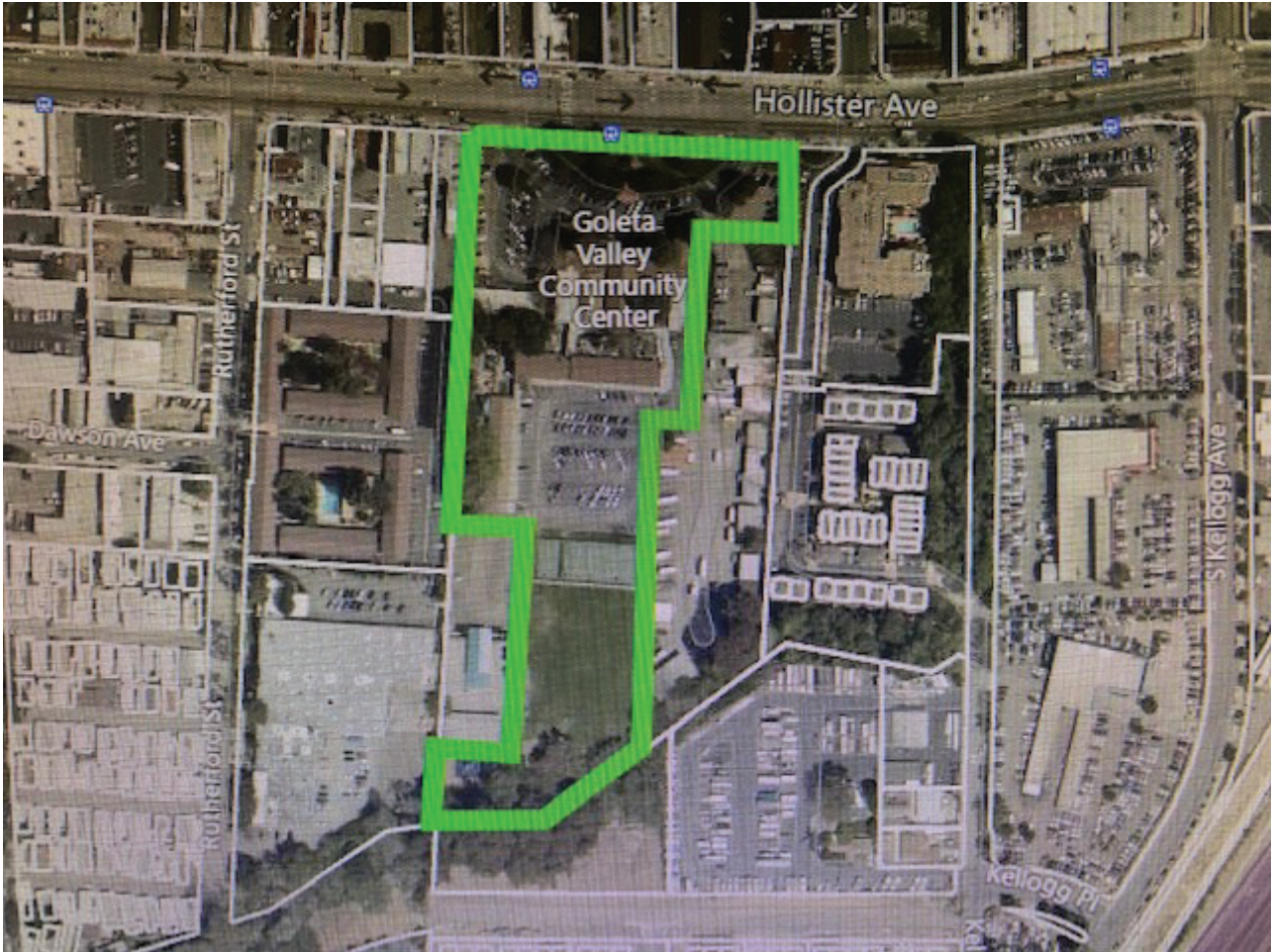
*Goleta City Hall Lot Lines Actual
(location is west lot outlined in green)*



Goleta Valley Library Lot Lines Actual



GOLETA COMMUNITY CENTER LOT LINES



APPENDIX B

APPROVED STREET TREE PLANTING LIST

REVISED FEBRUARY 11, 2009

Council Approved March 18, 2013

Edited & Council Approved 2/21/17

City of Goleta
Street Tree Planting
List

Minimum Parkway Width	Recommended Tree	Botanical Name	Root Barrier Recommended to be used	Height at maturity	Remarks (NR = Not recommended)
THREE FEET	BRAZILIAN BUTTERFLY TREE	<i>Bauhinia forficata</i>	Yes	30'	OK
	CHINESE FRINGE TREE	<i>Chionanthus retusus</i>	Yes		OK
	GEIGERTREE	<i>Cordia sebestena</i>	Yes	30'	OK
	JAPANESE MAPLE	<i>Acer palmatum</i>	Yes	20'	OK
	JAPANESE SNOWBALL	<i>Styrax japonicus</i>	Yes	30'	OK
	PURPLE ORCHID TREE	<i>Bauhinia variegata</i>	Yes	30'	OK
	PURPLE-LEAF PLUM	<i>Prunus cerasifera 'Atropurpurea'</i>	Yes	30'	OK
	SWAMP MYRTLE or WATERGUM	<i>Tristania laurina</i>	Yes	20'	OK
	TAIWAN FLOWERING CHERRY	<i>Prunus campanulata</i>	Yes	20'-25'	OK
FOUR FEET	ASH	<i>Fraxinus holotricha</i>	Yes	30'-40'	OK
	AUSTRALIAN WILLOW	<i>Geijera parviflora</i>	Yes	35'	OK
	BRONZE LOQUAT	<i>Eriobotrya deflexa</i>	Yes	25'	OK
	CAPE CHESTNUT	<i>Laloeaenarum caoensis e</i>	Yes	25'- 40'	OK
	CHINESE FLAME TREE	<i>Koelreuteria bipinnata</i>	Yes	40'	OK
	CHINESE MAIDENHAIR TREE	<i>Ginkgo biloba</i>	Yes	50'	OK, but male trees only
	CHINESE PARASOL TREE	<i>Firmiana simplex</i>	Yes	30' - 45'	OK
	CHINESE PISTACHE	<i>Pistacia chinensis</i>	Yes	40'	OK
	EVERGREEN PEAR	<i>Pyrus hwakami</i>	Yes	30' - 35'	OK
	FIREWHEEL TREE	<i>Stenocarpus sinuatus</i>	Yes	25'	OK
	FLOWERING CHERRY	<i>Prunus yedoensis</i>	Yes	40'	OK
	GOLDEN PENDA or EXPO GOLD	<i>Xanthostemon chrysanthus</i>	Yes	30' - 40'	OK
	HONG KONG ORCHID TREE	<i>Bauhinia blakeana</i>	Yes	20'	OK
	MADRONE "Marina"	<i>Arbutus "Marina"</i>	Yes	40'	OK
	PAPER BARK MAPLE	<i>Acer Agriseum</i>	Yes	35'	OK
	PINK TRUMPET TREE	<i>Tabebuia impetiginosa(ipe)</i>	Yes	30'	OK
	SERVICE BERRY	<i>Amelanchier cumulus</i>	Yes	40'	OK
	SPAETHI	<i>Acer atropurpureum</i>	Yes	30' -40'	OK
	SWEETSHADE TREE	<i>Hymenosporum flavum</i>	Yes	40'	OK
	SYCAMORE MAPLE 'Spaethii'	<i>Acer pseudoplatanus' Atro purpureum'</i>	Yes	40'	OK
SYCAMORE MAPLE	<i>Acer pseudoplatanus</i>	Yes	40'	OK	
WEeping BOTTLEBRUSH	<i>Callistemon viminalis</i>	Yes	20' -40'	OK	
FIVE FEET	CAPE CHESTNUT	<i>Calodendrum capense</i>	Yes	40'	OK
	FLAME TREE	<i>Brachychiton acerifo/ius</i>	Yes	40'	OK
SIX FEET	GOLDEN RAIN TREE	<i>Koelreuteria paniculata</i>	Yes	25'	OK

CENTER DIVIDER	BRADFORD PEAR	<i>Pyrus calleryana</i> 'Redspire' or 'Aristocrat'	Yes	50'	OK for center divider only
	BRISBANE BOX	<i>Lophostemon confertus</i>	Yes	60'	OK for center divider only
	COAST LIVE OAK	<i>Quercus agrifolia</i>	Yes	50'-70'	OK for center divider only
	CORK OAK	<i>Quercus suber</i>	Yes	60'	OK for center divider only

Minimum Parkway Width	Recommended Tree	Botanical Name	Root Barrier Recommended to be used	Height at maturity	Remarks (NR = Not recommended)
CENTER DIVIDER (Cont'd)	EASTERN RED BUD	<i>Cercis canadensis</i>	Yes	20'	OK for center divider only
	FRUITLESS OLIVE	<i>Olea europaea 'Swan Hill'</i>	Yes		OK for center divider only
	ISLAND OAK	<i>Quercus tomentel/a</i>	Yes		OK for center divider only
	INCENSE CEDAR	<i>Calocedrus decurrens</i>	Yes	60'	OK for center divider only
	JACARANDA	<i>Jacaranda acutifolia</i>	Yes	40'	OK for center divider only
	NEW ZEALAND CHRISTMAS TREE	<i>Metrosideros excelsus</i>	Yes	30'	OK for center divider only
	RIVER BIRCH "HERITAGE"	<i>Betula nigra 'Heritage'</i>	Yes	50'-90'	OK for center divider only
	SAUCER MAGNOLIA or TULIP TREE	<i>Magnolia soulangiana</i>	Yes	20'	OK for center divider only
	SOUTHERN MAGNOLIA or BULLBAY	<i>Magnolia grandiflora 'Majestic Beauty'</i>	Yes	40'-80'	OK for center divider only
	WESTERN RED BUD	<i>Cercis occidenta/is</i>	Yes	18'	OK for center divider only (from 24" box)
NOT RECOMMENDED FOR REASONS AS NOTED	CRAPE MYRTLE	<i>Lagerstroemia indica</i>			NR-Susceptible to mold.
	RHAPHIOLEPIS 'Majestic Beauty'	<i>Rhaphiolepis 'MajesticBeauty'</i>			NR - shrub
	LEMON BOTTLEBRUSH	<i>Callistemon citrinus</i>		25'	NR- attracts bees
	LITTLE GEM MAGNOLIA	<i>Magnolia grandiflora 'Little Gem'</i>		20'	NR - bushy/messy
	LONG-LEAFED YELLOW WOOD	<i>Podocarpus henkelii</i>			NR - invasive roots
	CATALINA IRONWOOD	<i>Lyonothamnus floribundus, asp/enifolius</i>		60'	NR - high maintenance
	GOLD MEDALLION TREE	<i>Cassia leptophylla</i>			NR - large pods are ahazard.
	SILK TREE MIMOSA	<i>Albizzia julibrissin</i>		40'	NR - high maintenance
	PEPPERMINT TREE	<i>Agonis flexuosa</i>		35'	NR - needs space, grows too wide
	SHOESTRING ACACIA	<i>Acacia stenophylla</i>		30'	NR - weak roots, too much pollen
	CAJEPUT or PAPERBARK TREE	<i>Melaleuca quinquenervia</i>			NR - invasive roots, water hog
	CALIFORNIA BAY LAUREL	<i>Umbellularia ca/ifornica</i>			NR - invasive roots
	SWEETBAY or GRECIAN LAUREL	<i>Laurus nobilis 'saratoga'</i>			NR - invasive roots
	CITRUS LEMON or ORANGE	<i>Citrus sinensis</i>			NR - drops messy fruit, draws rats
	FERN PINE	<i>Podocarpus graci/ior</i>			NR ,- invasive roots, drops pods
	ITALIAN STONE PINE	<i>Pinus pinea</i>			NR - invasive roots
	CANARY ISLAND PINE	<i>Pinus canariensis</i>			NR - large cones are hazardous
	CALIFORNIA SYCAMORE	<i>Platanus racemosa</i>			NR - invasive roots, dead leaves
	CAMPHOR	<i>Cinnamomum camphora</i>		50'	NR - invasive roots
HOLLY OAK	<i>Quercus i/ex</i>		40'-50'	NR - hybridizes, drops many acorns	