

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **West Coast Arborists, Inc.**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all Labor, Materials, Equipment, and Traffic Control for Arborist Services, including Emergency Services, at Various Locations in the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Agreement shall be from July 1, 2016 through June 30, 2017, with an option to extend said agreement an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with PROPOSAL PRICING form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Two Hundred Ninety Thousand Dollars (\$290,000.00), per year, payable in arrears and in accordance with PROPOSAL PRICING form, Attachment B. All work shall be in accordance with RFP No. S-1188.
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement,

a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING sheet (Attachment B).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY

proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including; to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)  
West Coast Arborists, Inc.  
Attention: Patrick Mahoney  
2200 E. Via Burton  
Anaheim, CA 92806

b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.

(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

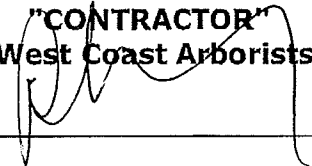
By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**West Coast Arborists, Inc.**

By: \_\_\_\_\_  


Name: Patrick Mahoney

Title: President

Date: 6/8/16

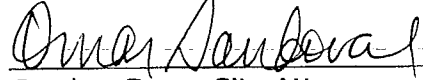
Tax ID No. 95-3250682

Contractor's License: 366764

Expiration Date: 12/31/16

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney

6-15-16

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP NO. S-1188**

**Furnish all Labor, Materials, Equipment, and Traffic Control for  
Arborist Services, including Emergency Services, at Various  
Locations in the City of Garden Grove**

PART I: TREE TRIMMING

PART II: TREE WORK INCLUDING STUMP  
REMOVAL

PART III: TREE STUMP REMOVAL ONLY

PART IV: TREE ROOT PRUNING





## **PART I**

# **Trimming, Removal and Disposal of Trimmings and other Vegetation from Trees Growing in the Parkways, Landscaped Medians, Frontages, Greenbelts, and Parks**

## **SPECIFICATIONS FOR TREE TRIMMING**

I. GENERAL INFORMATION: For information and inspections as required, call the Tree Maintenance Section.

### II. GIS TREE INVENTORY SYSTEM

Contractor shall provide a GIS tree inventory system to track maintenance and inventory throughout the contract. Contractor shall have GIS inventory completed and operational within the first six (6) months of the contract period.

During the term of the contract, City shall have full and complete access to inventory system.

Upon termination of the contract, the GIS tree inventory system and all information collected, will be turned over to the City

### III. TYPE OF WORK

- A. Trimming, removal and disposal of trimmings and other vegetation from various broad leaf trees, conifers, and palm trees.
- B. Bidder must hold a State of California Contractor's License (C-27) and be a certified Arborist. At the time of bid submittal.

### IV. PURPOSE OF WORK

- A. Provide street and sidewalk clearance to prescribed height
- B. Remove dead branches.
- C. Enhance tree health, and appearance.
- D. Prune any undesirable conditions as may be required by the City. The work shall begin within ten (10) days after each request and shall be diligently pursued until completion.
- E. Contractor shall, if necessary, make all arrangements necessary to have all power lines or utility lines temporarily disconnected for the safe trimming of the tree.

V. SPECIFICATIONS FOR WORK: COMPLETE TRIM, THIN, SHAPE, BALANCE

- A. Low branches overhanging streets shall be removed, where practical, to a minimum height above the street grade to fifteen feet (15'). Low branches overhanging sidewalks and parkways shall be removed to a minimum height of ten feet (10') and without detracting from the natural shape of the tree or as specified by the City.
- B. Shorten the length of limbs that extend beyond the natural perimeter of an otherwise symmetrical form.
- C. Prune end branches to lighten end weight where such overburden appears likely to cause breakage of limbs. Remove cross limbs, water sprouts and suckers.
- D. All trees on which vines are growing shall have said vines removed. Vine tendrils shall be removed in a manner, which will not injure trees or cause scarring of low branches and/or tree trunks.
- E. Topping and lion tailing shall be unacceptable pruning practices for trees.
- F. Dominant leaders should be selected for development as appropriate.
- G. Pruning cuts that removes a branch at its point of origin shall be made close to the trunk or parent branch without cutting into the branch bark ridge or branch collar or leaving a stub. The cambium tissues at the edge of the cuts are alive and healthy. Extreme flush cuts, which produce large wounds that weaken trees, shall not be allowed.
- H. The Contractor shall use lopper type trimming tools when requested. Standard chain saw type cutting tool will be acceptable.
- I. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an untorn cambium edge on

final cuts. Such tools shall also be kept clean and free from infectious materials.

- J. All tree pruning shall be in accordance with the National Arborist Association pruning standard for shade trees, with ANSI A300 standard for tree care operation.

## VI. SPECIFICATIONS FOR WORK: CANOPY RAISE

- A. Raise up canopy, removing cross limbs, water sprouts and suckers, leaving lower structural branches free of foliage, with a light symmetrical canopy remaining to a minimum of 15 ft. over the street and 10 ft. sidewalks and parkways or as specified by the City.
- B. Reduce the width of the canopy and its lower outer structural branches 25%.
- C. Shorten the length of limbs, which extend beyond the natural perimeter of an otherwise symmetrical form.
- D. All trees on which vines are growing shall have said vines removed. Vine tendrils shall be removed in a manner that will not injure trees or cause scarring of low branches and/or tree trunks.
- E. Final pruning cuts shall be made to favor the earliest covering of the wound by callus growth. This requires that the wood be as small as practicable, and the cut be reasonably flush within the shoulder ring area and that the cambium tissues at the edge of the cut be alive and healthy. Extreme flush cuts that produce large wounds and weaken the tree at the cut shall not be allowed.
- F. Standard chain saw type cutting tools is acceptable. The Contractor shall use lopper type trimming tools when requested.
- G. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an untorn cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.

- H. The use of climbing or spike shoes is not permitted.
- I. Trimming of trees should also provide adequate clearance for any obstructed street standard, mast-arm, globe, or public sign.
- J. Trim to clear all adjacent structures by a minimum of five feet (5').

## VII. SPECIFICATIONS FOR WORK: PALM TREE TRIMMING

### A. Standard Trim

- Live healthy fronds should not be removed. Live, healthy fronds above horizontal shall not be removed. Exception: Palms encroaching electrical supply lines.

### B. Full Trim

- All dead fronds or parts thereof shall be removed from the surface of the trunk of the tree, leaving a clean, unscathed appearance throughout the entire length of the palm. Fronds removed should be pruned close to petiole base without damaging living trunk. All loose fronds sheaths shall be removed from the entire length of the palm.

## VIII. CONDUCT OF OPERATION

- A. Cooperation with Others: The Contractor shall endeavor to maintain good customer service at all times. The work shall be conducted in a manner that will cause no interference and/or annoyance to the public.
- B. Supervision: The Contractor will assure that a qualified English speaking supervisor is present at all times when work is being performed. If a citizen has a complaint or concern about work being performed, the Contractor's supervisor shall make initial contact with the citizen and endeavor to resolve the problem.
- C. Inclement Weather: Work in trees shall be suspended during the periods of inclement weather, as determined by the Tree crew leader and City. Exceptions will be made for emergency calls.
- D. Emergency calls: Emergency response for tree related service needs to be within ninety minutes or less regardless of the weather condition and be available 24 Hrs a day, 365 days a year.
- E. Preservation of Property: The Contractor shall carefully protect from damage all existing trees, shrubs, plants and other growth and features, which remain. Contractor shall be liable for any and all damage to private property such as trees, plants, shrubs, other growth, irrigation systems, block walls, fences, etc., and under and

above ground public utilities. Property shall be replaced or restored to its original condition within a 48-hour period, to the satisfaction of the City.

F. Traffic Control: Pedestrian and vehicular traffic shall be allowed to pass through the work area, whenever possible to do so, safely and with as little inconvenience and delay as possible. The Contractor shall provide and maintain adequate barricades and warning devices. Flagmen shall be stationed as reasonably necessary for the safety of persons and vehicles.

1. All traffic control and work area setup shall be in accordance with the Work Area Traffic Control Handbook of the Southern California Chapter American Public Works Association latest edition.
2. The Contractor shall supply each crew of workers with a sign for each end of the work, 36 inches by 36 inches (36" x 36"), with an appropriate stand, and flags for each worksite. The sign shall have orange background with black letters and shall read as follows: "Men working in trees."
3. The Contractor shall post "No Parking - Tow Away" signs at the locations of work to be completed. A minimum of 24 hours prior to work. Signs are to be removed when work is completed.

G. Storm Water Quality: Tree work activity Best Management Practices (BMP) shall be adhered to at all times. Tree work activity shall be in compliance with the City of Garden Grove Local Implementation Plan (LIP), and the storm water quality municipal code. See the attached BMP R-6 Disposal of Green Wastes.

H. Contractor shall participate and provide Public information on the benefits and importance of Urban Forestry at certain City sponsored events.

I. Removal of Brush and Debris: All trimmings, debris and other vegetation resulting from tree trimming tree removal or stumping operations shall be promptly removed from the work site and shall be reduced, revised, recycled, and/or transformed at the

Contractor's expense. Weight slips will be required as proof of final disposal. All laws and ordinances applicable to and governing such disposal shall be fully complied with. Upon request of the resident or City, the wood shall remain and be stacked on the property in an orderly manner so as not to cause an obstruction to pedestrians or vehicular traffic.

- J. Daily Cleaning: The street, parkway, sidewalk, and yard areas of all property shall be left free of debris at the close of each day's operation. See the attached BMP R-6 Disposal of Green Wastes.
- K. The Contractor shall notify the City two working days in advance before starting the work required by the contractor.
- L. If the Contractor, after having officially started said project area, should discontinue work for any cause, he shall notify the City of his intent to do so, and shall further notify the City of the date of restarting operations.
- M. Parking of the Contractor's vehicles at any given location on City residential streets for more than 24 hours, shall not be permitted. Vehicles shall not park in posted street sweeping zones on street sweeping day.
- N. All work shall be completed to the satisfaction and under the supervision of the City.
- O. Work Outside Regular Hours: Normal working hours shall be between the hours of 7:00 a.m. and 4:00 p.m., Monday thru Friday, excluding normal working days or holidays recognized by the City of Garden Grove. The City may allow the Contractor to work overtime in order that he may finish work within his time limit for completion, but the expense for such work shall be included in his bid prices, and will not be considered as an addition to the contract. The Contractor shall reimburse the City for the actual cost of overtime inspection.
- P. The Contractor to whom the contract is awarded shall not subcontract any portion of the contract to another party or contractor without the specific written approval of the City.
- Q. The Contractor shall be required to remove and dispose of any fallen or hanging limbs or palm fronds for a period of thirty (30) calendar days after the completion of tree pruning in a project area.



- R. The Contractor, at their own expense, shall be responsible for contacting a licensed pest control applicator to eradicate beehives when they are located in a city tree.
- S. Any structural weakness of a tree, decayed trunk or branches, shall be reported to the City with in two days, in writing (email/fax/letter), noting the location of hazard found in the tree by street address. If the problem is of a nature that it needs to be addressed right away, the site supervisor is to ensure the hazard is removed.

#### IX. INSPECTION

- A. The Contractor shall provide to the City each morning a list of all trees to be trimmed, removed, or stumped. A City representative shall accompany contractor on daily inspection of each tree to make certain that the trees have been trimmed, removed or stumped to the satisfaction of the City.

#### X. PAYMENT BY CITY

- A. The City shall make payment only for the actual number of trees trimmed, removed or stumped and then only after proper inspection has been made will authorization for payment be approved.

**PART II**

**TREE WORK INCLUDING  
TREE STUMP REMOVAL**

## TREE AND TREE STUMP REMOVAL

### I. Type of Work

- A. Provide complete tree removal and stump removal.

### II. Specifications for Tree Removal

- A. Removal of entire tree, stump remaining shall be no higher than 4 inches above soil grade and shall be removed within 24 hours after tree removal.
- B. Work shall begin within 10 days after each request and be diligently pursued until completion.
- C. Contractor shall make all arrangements necessary to have power or utility lines temporarily disconnected if necessary for the safe removal of the tree.
- D. When the removal requires special or additional means, there shall be no additional units or overall cost to the city without the authorization of the Streets Manager or authorized representative.
- E. Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.

## TREE STUMPING

### I. Type of Work

- A. Provide complete tree stump and surface root removal.

### II. Specifications for stump and surface root removal:

- A. Removal of entire stump to a depth of 18 inches below average soil grade.
- B. Removal of all lateral surface roots to a depth of 8 inches below average soil grade as indicated 10 feet from the base of the stump.
- C. When sidewalk is present, remove all surface roots between the curb and sidewalk to ten feet of both sides of the stump.
- D. When no sidewalk present, remove surface roots to a ten-foot radius of the stump.
- E. Backfill material shall be compacted to provide for minimal settling. It shall consist of an equal mixture of soil and stumped material, which shall be 3 inches above grade to provide for any soil settlement.
- F. Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.

**PART III**

**TREE STUMP REMOVAL ONLY**

TREE STUMP REMOVAL ONLY

- I. Type of Work
  - A. Provide complete tree stump and surface root removal.
- II. Specifications for stump and surface root removal
  - A. Removal of entire stump to a depth of 18 inches below average soil grade.
  - B. Removal of all lateral surface roots to a depth of 8 inches below average soil grade as indicated 10' feet from the base of the stump.
  - C. When sidewalk is present, remove all surface roots between the curb and sidewalk to ten feet of both sides of the stump.
  - D. When no sidewalk present, remove surface roots to a ten-foot radius of the stump.
  - E. Backfill material shall be compacted to provide for minimal settling. It shall consist of an equal mixture of soil and stumped material, which shall be 3 inches above grade to provide for any soil settlement.
  - F. Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.

**PART IV**  
**TREE ROOT PRUNING**

## **SPECIFICATIONS FOR "ROOT PRUNING"**

Root pruning work will be specified on work orders to the contractor with specific street address and location, as well as identifying root pruning along the sidewalk or curb.

Roots shall be pruned immediately adjacent to the edge of the sidewalk or curb or other improvement. Root pruning cuts shall be four (4) inches wide, ten (10) inches deep as measured from the top of sidewalk, eighteen (18) inches deep as measured from top of curb or adjacent improvement and extended eight (8) feet in each direction from the centerline of the tree; for a total of sixteen (16) feet in total length.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

All cuts shall be backfilled and compacted immediately upon completion of root pruning at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free from rocks. All excess debris generated by these operations shall be immediately removed from the site and properly disposed of outside the right-of-way.

Contractor is responsible for all underground service alerts (U.S.A.) 48 hrs before work is to begin. Contractor is also responsible to remove underground service alert paint markings, following all environmental laws, when the job is completed.



**PROPOSAL PRICING SHEET (Page 1 of 2)**

**ATTACHMENT "B"**

**RFP NO. S-1188**

Please DO NOT change/alter this page in any way! This page must be submitted with your proposal to be considered complete.

	TREE MAINTENANCE SERVICE:	UNIT	UNIT PRICE	UNIT PRICE IN WRITING
1.	GRID PRUNING	EA.	\$63.00	Sixty-three dollars
2.	SVC RQST PRUNING 0"- 6" DSH	EA.	\$24.00	Twenty-four dollars
3.	SVC RQST PRUNING 7"- 12" DBH	EA.	\$63.00	Sixty-three dollars
4.	SVC RQST PRUNING 13"- 18" DBH	EA.	\$78.00	Seventy-eight dollars
5.	SVC RQST PRUNING 19"- 24" DBH	EA.	\$118.00	One hundred eighteen dollars
6.	SVC RQST PRUNING 25"- 30" DSH	EA.	\$158.00	One hundred fifty-eight dollars
7.	SVC RQST PRUNING > 31" DSH	EA.	\$158.00	One hundred fifty-eight dollars
8.	SVC RQST PRUNING WA ROBUSTA	EA.	\$63.00	Sixty three dollars
9.	SVC RQST PRUNING WA FILIFERA	EA.	\$63.00	Sixty three dollars
10.	SVC RQST PRUNING PHOENIX CAN	EA.	\$98.00	Ninety eight dollars
11.	PALM SKINNING	FT.	\$10.00	Ten dollars
12.	TREE AND STUMP REMOVAL	IN.	\$28.00	Twenty eight dollars
13.	TREE ONLY REMOVAL	IN.	\$18.00	Eighteen dollars
14.	STUMP ONLY REMOVAL	IN.	\$10.00	Ten dollars
15.	WA ROBUSTA REMOVAL	FT.	\$20.00	Twenty dollars
16.	WA FILIFERA REMOVAL	FT.	\$20.00	Twenty dollars
17.	PHOENIX CAN REMOVAL	FT.	\$25.00	Twenty five dollars
18.	ROOT PRUNING	FT.	\$15.00	Fifteen dollars
19.	ROOT BARRIER INSTALLATION	FT.	\$15.00	Fifteen dollars
20.	PLANT 15 GALLON TREE	EA.	\$95.00	Ninety five dollars
21.	PLANT 24" BOX TREE	EA.	\$145.00	One hundred forty five dollars
22.	PLANT 36" BOX TREE	EA.	\$175.00	One hundred seventy five dollars
23.	ROOT SHAVING	HR.	\$50.00	Fifty dollars
24.	SERVICE REQUEST PRUNING	HR.	\$70.00	Seventy dollars
25.	CREW RENTAL- 1 MAN	HR.	\$70.00	Seventy dollars
26.	CREW RENTAL-ONE - 3 MAN	HR.	\$210.00	Two hundred ten dollars
27.	EMERGENCY CREW RENTAL- PER MAN	HR.	\$90.00	Ninety dollars

**ALL LINES OF THIS PRICING SHEET MUST BE FILLED OR YOUR PROPOSAL MAY BE DEEMED AS NON-RESPONSIVE!**

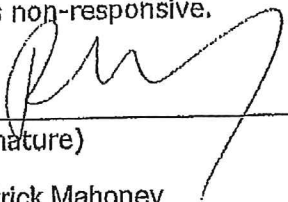
**"ATTACHMENT B" (Page 2 of 2)**  
**RFP NO. S-1188**  
**(Arborist Services)**

**PROPOSAL PRICING SHEET**

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations and may deem your proposal as non-responsive.

BY:

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(714) 991-1900

\_\_\_\_\_  
Telephone Number

Patrick Mahoney  
\_\_\_\_\_  
(Type or Print Name)

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

vgonzalez@wcainc.com  
\_\_\_\_\_  
(Email Address)

**COOPERATIVE PURCHASING**

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