

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.55
(ID # 7397)

MEETING DATE:

Tuesday, July 31, 2018

FROM : TLMA-TRANSPORTATION:


SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approve and Execute the Personal Service Agreement for Tree Trimming and Removal Services with United Pacific Service, Inc (UPS) for Fiscal Years 2018/19 through 2021/22, All Districts; [\$500,000 Annually; \$2,000,000 Total Costs]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Personal Service Agreement with United Pacific Services, Inc. (UPS) for tree trimming and removal services for the amount of \$500,000 annually through June 30, 2022; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.5, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement.

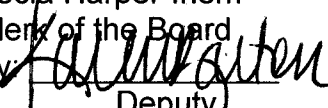
ACTION: Policy


Patricia Romo, Director of Transportation 7/12/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: TLMA-Transp., Purchasing

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$500,000	\$500,000	\$2,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: L&LMD 89-1-C (30%), CSA/CFD (30%), Gas Tax (30%), Capital Project funds (10%) There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19 - 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Transportation Department is responsible for the maintenance of trees within the road right of way. Tree trimming is routinely performed based upon the need to eliminate overgrowth within the road right of way that may impact the traveling public, including bicyclists and pedestrians. Tree trimming or removal can also be performed in advance of nesting season to avoid construction delays related to the Migratory Bird Season (Migratory Bird Treaty of 1918).

The Personal Service Agreement for On-Call Tree Trimming and Removal Services between the County of Riverside and United Pacific Services, Inc. is needed to supplement tree trimming and removal services performed by Transportation Department tree trimming crews within the maintained road right of way and for the Landscaping and Lighting Maintenance District No. 89-1 Consolidated (L&LMD 89-1-C). Since the Economic Development Agency (EDA) maintains landscape areas within and adjacent to the County maintained road right-of-way through Community Service Areas (CSA's) and Community Facility Districts (CFD's), EDA may elect to use the Personal Service Agreement to complete tree trimming within the CSA's and CFD's.

On October 30, 2017, the State of California Department of Industrial Relations provided clarification related to work provided under the Landscape Maintenance Laborer, making determination that Tree Maintenance is a separate Craft from Landscape Maintenance Laborer. Procurement of a Tree Trimming Contractor whom is specifically trained in the Tree Industry and is responsible for paying the correct wages of the Tree Maintenance craft person reduces wage conflict among landscape workers. This contract enables the separation of tree work from landscape maintenance work and is a best management practice within the landscape industry. This Personal Service Agreement is in compliance with this new determination.

Impact on Residents and Businesses

Routine tree trimming benefits the community by beautifying the surrounding landscape, purifying our air, saving energy by providing shade, and providing protection from harsh winds. Extra care and proper structural pruning must be provided to promote a strong tree structure as trees mature.

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STATE OF CALIFORNIA**

This on-call contract is inclusive of emergency rates, and if needed allows for immediate response to emergencies generally related to automobile accidents or weather events when trees have shed branches or have been uprooted. These rare events may lead to closed roads or pedestrians routes for the traveling public and may delay emergency response vehicles. This agreement will assist in those routes opening earlier if an unlikely event were to occur.

Additional Fiscal Information

It is estimated that 30% (\$150,000) of the contract will be funded by L&LMD 89-1-C; 30% (\$150,000) will be funded by Gas Tax funds for various tree trimming and removal services for the Highway Operation Division of the Transportation Department; 30% (\$150,000) will be funded by EDA's CSA and/or CFD if they elect to use the vendor; and 10% (\$50,000) for future Capital Projects as needed.

Contract History and Price Reasonableness

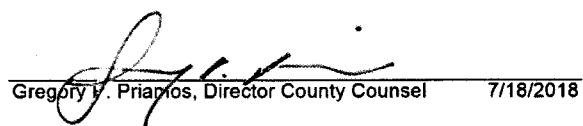
On December 12, 2017 Purchasing and Fleet Services issued a formal Request for Proposal (RFP) TLARC-589, and solicitations were sent to relevant Tree Trimming Contractors and advertised the solicitation on Public Purchase. Four (4) vendors attended the Mandatory Bidders Meeting held on January 3, 2018. Three (3) vendors provided responses by January 18, 2018. The written proposals were evaluated by representatives from the Transportation Department, and United Pacific Services, Inc. (UPS) was selected as the top ranked Contractor to provide tree trimming and removal services.

The contract is for a four (4) year term with a final termination date of June 30, 2022 unless extended further by the Board of Supervisors. The County has the option to terminate this contract upon 30 days notice. The County shall have no obligation to purchase any specified amount of services. The Agreement is inclusive of four (4) cost proposals related to the type of work to be performed. The first three (3) cost proposals applies to routine tree maintenance work (Craft: Tree Maintenance) and excludes tree work related to construction or public works. The fourth cost proposal applies to projects specifically related to capital projects/public works (streets and highway improvements) where existing or future work will be performed by a private contractor and not the County (Craft: Laborer - Group 2).

Attachments:

2018 PSA – Tree Trimming and Removal Services


Teresa Summers, Director of Purchasing 6/28/2018


Gregory V. Priamos, Director County Counsel 7/18/2018

PERSONAL SERVICE AGREEMENT

for

ON-CALL TREE TRIMMING AND REMOVAL SERVICES

between

COUNTY OF RIVERSIDE

and

UNITED PACIFIC SERVICES, INC.



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This Agreement, made and entered into this ____ day of ____, 2018, by and between United Pacific Services, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions in this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside COUNTY Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$500,000.00 (Five Hundred Thousand Dollars) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

TLMA – TRANSPORTATION AND LAND MANANGMENT AGENCY

ATTN: MARK HUGHES

4080 LEMON STREET, 8TH FLOOR

RIVERSIDE, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-98888-00007-6/22 ; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify

CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, s/he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Contract Compliance Officer who shall furnish the decision in writing. The decision of the COUNTY's Contract Compliance Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a

17. Administration/Contract Liaison

The COUNTY TLMA Director, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

TLMA – TRANSPORTATION LAND
MANAGEMENT AGENCY
ATTN: MARK HUGHES
4080 LEMON STREET, 8th FLOOR
RIVERSIDE, CA 92501

CONTRACTOR

UNITED PACIFIC SERVICES, INC.

ATTN: GUS K. FRANKLIN
251 IMPERIAL HWY., SUITE 450
FULLERTON, CA 92835

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

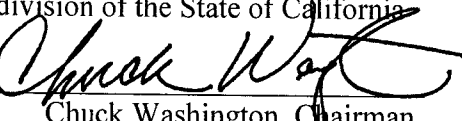
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
CONTRACTOR NAME HERE
subdivision of the State of California

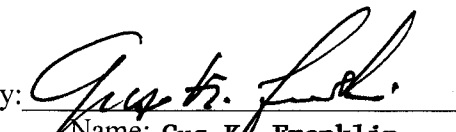
By:


Chuck Washington, Chairman
Board of Supervisors

Dated: JUL 31 2018

UNITED PACIFIC SERVICES, INC.

By:

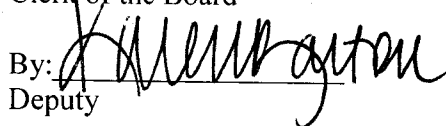

Name: **Gus K. Franklin**
Title: **President**

Dated: 05/29/2018

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

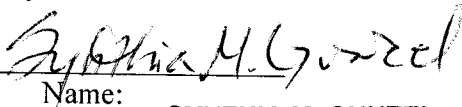
By:


Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:


Name:

SYNTHIA M. GUNZEL
Chief Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

1.0 **GENERAL DESCRIPTION AND REQUIREMENTS**

- 1.1 CONTRACTOR shall ensure that all work is restricted to the trees within the COUNTY Maintained Road Right-of-Way and adjacent dedicated landscape easements/areas and CSA maintained park sites.
- 1.2 CONTRACTOR shall perform general tree trimming and requirements for removal of dead trees; dead, broken, crossing, and redundant branches; drop crotching; elimination of stubs; traffic and view clearance; wound treatment, if any; and debris disposal. CONTRACTOR shall work with Palm Trees and is expected including; skirting, pruning, removal, and seed pod removal.
- 1.3 CONTRACTOR's tree workers shall not perform any work upon private property without the consent of the property owner. Written consent of the property owner or resident is considered official consent.
- 1.4 Any tree work performed by the CONTRACTOR on a COUNTY tree shall be done in accordance to the COUNTY 'S specifications. Work must be approved by the COUNTY Inspector prior to payment. A COUNTY Inspector who is also a Certified Arborist shall make final determination regarding the performance of all tree work performed as acceptable or not.
- 1.5 All work associated with this contract by CONTRACTOR shall conform to standards established by the International Society of Arboriculture. All tree, shrub, and other woody plant work performed by CONTRACTOR shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards. COUNTY Inspector's direction and interpretation regarding ANSI A300 Standards will be final.
- 1.6 CONTRACTOR shall provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary complete the scope of work as required per the scope of service.
- 1.7 CONTRACTOR shall schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. for residential streets. Major streets have work hours of Monday thru Friday 9:00 A.M. to 3:00 P.M. CONTRACTOR shall be respectful to residents regarding chipping, cutting, or other operations generating harsh or unusual noise. CONTRACTOR shall obtain prior approval by the appropriate Transportation Department staff is required for any and all work outside normal working hours, with the exception of emergency situations. CONTRACTOR shall inform affected property owners, in a manner acceptable to the COUNTY, at least twenty-four (24) hours prior to commencing work. Do not schedule any work on Saturdays or Sundays.
- 1.8 An electronic copy of the COUNTY Maintained Roadbook is available here:
<http://rctlma.org/trans/Road-Maintenance/County-Maintained-Road-Book> . CONTRACTOR shall know the roadbook that shows COUNTY maintained roads and rights of ways.
- 1.9 **DRESS CODE AND APPEARANCE** – The CONTRACTOR shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when on COUNTY projects.

- 1.10 TRAFFIC CONTROL** - Traffic Control is the sole responsibility of the CONTRACTOR. Additional traffic control may be required if existing traffic control is deemed insufficient. Continued lapse in traffic control may require a signed Traffic Control Plan approved by a private Traffic Engineer (T.E.) at the sole cost to the CONTRACTOR and submitted to the COUNTY for approval.
- 1.11 VEHICLE LABELING** – The CONTRACTOR shall provide company name, telephone number, and CONTRACOR’S License number on all vehicles working on COUNTY projects. Labeling shall be deemed permanent on equipment performing work.
- 1.12 VEHICLE SAFETY** – CONTRACTOR shall maintain and submit to the Transportation Department, upon request by the COUNTY, current OSHA certificates of all aerial devices, along with the most recent California Highway Patrol Commercial Vehicle Inspection Reports for the equipment being used on the job. The CONTRACTOR shall provide on their onsite vehicles a ‘backup warning device’ that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create confusion, a hazard, or block signage. The CONTRACTOR shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. Vehicles shall be in good working order, safe, legally registered to the CONTRACTOR, well maintained, and good in appearance. CONTRACTOR shall not exceed passenger vehicle occupancy safety ratings.
- 1.13 MINIMUM HEIGHT REACHING EQUIPMENT** – CONTRACTOR shall own and maintain a Bucket Truck able to reach a vertical height of at least 100 feet straight up. **VEHICLE**
- 1.14 OCCUPANCY LICENSING – CONTRACTOR SHALL MAINTAIN AND PROVIDE A COPY OF EACH OF THE FOLLOWING LICENSES:**
- 1.14.1 The CONTRACTOR shall have and maintain a current and valid California Landscape (C-27) Contractor’s License and License must have been valid with the same CONTRACTOR for at least the past 7 years.
- 1.14.2 The CONTRACTOR shall have a current and valid California Tree Trimming (D-49) CONTRACTOR’S License and License must have been valid with the same Company for at least the past 7 years.
- 1.14.3 A current and valid copy of the CONTRACTOR’S Qualified Applicator License (QAL) including “B” & “C” Categories from a full-time permanent employee on staff;
- 1.14.4 A current and valid copy of the Pest Control Business License issued to the CONTRACTOR performing the Tree Trimming work and must have the Pest Control Business License registered with their current COUNTY of operation. CONTRACTOR will be required to be registered with the Riverside COUNTY Agriculture Commissioner prior to the start of any work. A Pest Control Business License is required due to the right-of-way conditions and common public areas. More information is available at: <http://www.cdpr.ca.gov/docs/license/lictypes.htm> . The COUNTY of Riverside Transportation Department may request copies of all chemical/pesticide/herbicide monthly reports (pest control records and/or pesticide use reports) at any time for any reason. CONTRACTOR shall maintain to date, daily reports as required by the State and/or COUNTY requirements. Typical of bee removal, wound dressing, etc.

- 1.15 EMERGENCY SERVICES** – The CONTRACTOR shall make available emergency service on a 24 hour a day, seven day per week basis. The CONTRACTOR shall verify with the COUNTY that the work being requested is emergency work or not.
- 1.16 STAFFING** – CONTRACTOR shall have fulltime, permanently employed staff, trained and certified (ISA) in the tree maintenance industry. CONTRACTOR shall have at least one (1) ISA Certified Arborist as accredited by the International Society of Arboriculture (ISA) on Permanent Staff and at least one (1) ISA Certified Tree Worker on a crew. The COUNTY requires that at least 30% of the CONTRACTORS employees pruning under the specifications of this contract be certified by the International Society of Arboriculture (ISA) as either an Arborist or a Tree Worker. CONTRACTOR shall be onsite within 3 business days after COUNTY'S request to start work unless other date is agreed to.
- 1.17 ON CALL WORK** – CONTRACTOR shall be onsite within three (3) business days after COUNTY'S request to start work unless other date is agreed to
- 1.18 QUALITY ASSURANCE/INSPECTION**
- 1.18.1 All performance by CONTRACTOR (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR'S conformity with the scope of service. If any services performed or products provided by CONTRACTOR are not in conformance with this Scope of Service, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to:
- 1.18.1.1 Require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or
 - 1.18.1.2 Reduce the price (including per unit costs) to reflect the reduced value of the services performed or products provided. The COUNTY shall also terminate the Contract as a result of default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR'S failure to perform.
 - 1.18.1.3 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR'S performance under this Scope of Service at any time with/without reasonable notice to CONTRACTOR.

- 1.18.1.4 The CONTRACTOR shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications. COUNTY shall request CONTRACTOR'S personnel be removed from the site without explanation or reason. Such personnel shall be allowed to work the rest of the day, but must be replaced by the next day or next service day, whichever is sooner.

1.19 SUBCONTRACTING - The CONTRACTOR shall be solely responsible for any subcontractors work.

1.20 TREE PRUNING - All trees trimmed by the CONTRACTOR located within the COUNTY Right-of-Way and associated landscape easements/areas shall be pruned according to the following specifications:

- 1.20.1 All tree, shrub, and other woody plant work shall be completed by the CONTRACTOR in compliance with Approved American National Standard (ANSI) A300 Standards only (current and/or future updated versions). All Certifications of 'Certified Arborist' and/or 'Tree Worker' shall be by the International Society of Arboriculture (ISA) only and maintained as such.
- 1.20.2 COMNTRACTORS shall ensure all trees receive a combination of the following trimming methods: cleaning, thinning, raising, canopy reduction, structural pruning and restorational pruning.
- 1.20.3 CONTRACTOR shall that standard pruning consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lesson wind resistance. The removal of such described branches up to one inch in diameter may remain within the main leaf area where it is not practical to remove.
- 1.20.4 CONTRACTOR shall specifically ensure, trees are pruned in such a manner to:
- 1.20.4.1 Prevent branch and foliage interference with requirements of safe public passage. Over street clearance shall be kept to a minimum of sixteen (16) feet above the curb and eight (8) feet above the surface of the public sidewalk or pedestrian way. Exceptions are allowed for young trees that would be irreparably damaged by such pruning action
 - 1.20.4.2 CONTRACTOR shall remove all dead and dying branches and branch stubs that are one-half (1/2) inch diameter or larger.
 - 1.20.4.3 CONTRACTOR shall remove all broken or loose branches.
 - 1.20.4.4 CONTRACTOR shall remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:
 - 1.20.4.4.1 Branches that rub and abrade a more important branch.

- 1.20.4.4.2 Branches or weak structure that is not important to the framework of the tree.
- 1.20.4.4.3 Branches that, if allowed to grow, would wedge apart the junction of more important branches.
- 1.20.4.4.4 Branches forming multiple leaders in a single leader type tree.
- 1.20.4.4.5 Branches near the end of a limb that will produce more weight or offer more resistance to wind than the limbs are likely to support.
- 1.20.4.4.6 Selective removal of undesirable sucker and sprout growth paying specific attention not to nick or damage the sprout or "burl".
- 1.20.4.4.7 Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
- 1.20.4.4.8 Selective removal of limbs obstructing buildings or other structures, or traffic signs. Generally, limbs closer than five (5) feet to a building or other structure should be removed unless doing so would severely damage a tree.
- 1.20.4.4.9 Removal of branches that project too far outward beyond an otherwise symmetrical form.
- 1.20.4.5 CONTRACTOR shall cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.
- 1.20.4.6 CONTRACTOR shall clear trees of water sprouts or sucker growth to a minimum height of eight (8) feet above the ground level. Exceptions are allowed for young trees that would be irreparably damaged by such pruning actions.
- 1.20.4.7 CONTRACTOR shall obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the COUNTY District Road Maintenance Supervisor (or LMD Administrator/Inspector) to do otherwise.
- 1.20.4.8 CONTRACTOR shall remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to said trees.
- 1.20.4.9 CONTRACTOR shall clear all branches and foliage within ten (10) feet of primary electrical lines and three (3) feet to five (5) feet of secondary electrical lines.
- 1.20.4.10 CONTRACTOR shall clear all branches that interfere with telephone, cable, and other utility lines within one (1) foot of lines, wherever feasible.

1.21 PALM TREE TRIMMING

- 1.21.1 All palm tree located within the designated COUNTY maintained road parkways and directed to be trimmed shall be trimmed and skinned by CONTRACTOR according to the following specifications:

- 1.21.1.1 CONTRACTOR shall remove all dead fronds and visible flower stalks.
- 1.21.1.2 CONTRACTOR shall ensure that only the full green fronds at the crowns of the trees shall remain.
- 1.21.1.3 CONTRACTOR shall ensure that all vines which are growing on palm trees shall be removed without injury to the trees.
- 1.21.1.3 CONTRACTOR shall obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.
- 1.21.1.4 All dead fronds or parts thereof shall be removed by the CONTRACTOR to the surface of the trunk, leaving a clean, unscathed appearance throughout the entire length of the trunk, from the base to approximately eighteen (18) inches below the green fronds at the top of the trees.
- 1.21.1.5 CONTRACTOR shall clear all fronds within ten (10) feet of primary electrical lines and three (3) feet to five (5) feet of secondary electrical lines.
- 1.21.1.6 CONTRACTOR shall clear all fronds that interfere with telephone, cable, and other utility lines within one (1) foot of the lines, wherever feasible.
- 1.21.2 No climbing irons, spurs, or spikes are to be used by CONTRACTOR, with the exception of Palms over 90 feet in height, and only with COUNTY approval. Climber shall exit the bucket at the highest vertical extended point (minimum 90 feet). Any damage done to trees is to be repaired immediately at no expense to the COUNTY.
- 1.21.3 CONTRACTOR shall provide provisions for sanitizing pruning tools in cases of infectious diseases.
- 1.21.4 COUNTY shall provide direction to CONTRACTOR on skinning palms and what quantity to skin on each truck.

1.22 UNACCEPTABLE PRUNING - The CONTRACTOR shall follow procedures, or others that will result in tree decline, are not allowed: (Storm Damage and other extenuating circumstances exempted):

- 1.22.1 CONTRACTOR shall refrain from sever cutting back of all growing tips, usually called topping, pollarding, or hatracking.
- 1.22.2 CONTRACTOR shall refrain from flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch ridge.
- 1.22.3 CONTRACTOR shall refrain from stub cutting where branch removal results in the base of the branch removed protruding more than approximately one fourth (1/4) inch beyond the zone of branch collar and branch bark ridge.
- 1.22.4 CONTRACTOR shall refrain from removing of a healthy main leader, for reasons other than power line clearance.
- 1.22.5 CONTRACTOR shall refrain from excessively cutting or lifting that exceeds the International Society of Arboriculture or COUNTY Standards.

1.23 REMOVAL OF DEAD OR DISEASED TREES AND PALMS

- 1.23.1 All trees and palms within the designated area which have been marked by COUNTY personnel with a red "X" shall be removed by the CONTRACTOR. Stumps shall be ground to a depth of at least 12 inches below grade by CONTRACTOR. The hole or depression resulting from the removal shall be filled with soil and leveled to the existing surrounding grade by the CONTRACTOR, unless otherwise directed by COUNTY personnel.

1.24 PROPERTY DAMAGE

- 1.24.1 The CONTRACTOR shall protect all public and private property insofar as it may be endangered by CONTRACTOR'S operations and take every reasonable precaution to avoid damage to such property.
- 1.24.2 Sit-parked mobile equipment and operable machinery, and hazardous parts subject to mischief shall be kept locked or otherwise made inoperable whenever left unattended by the CONTRACTOR.
- 1.24.3 Damage done by the CONTRACTOR to any person or property, public or private, is the responsibility of the CONTRACTOR. Should any structure or property be damaged by the CONTRACTOR during the permitted or contracted tree operations, the CONTRACTOR'S employees conducting the work shall immediately notify the proper owners or authorities. Repairs to the property damaged by CONTRACTOR'S employees or operations shall be made within forty-eight (48) hours, except utility lines shall be reported immediately to the proper utility provider and repaired as soon as possible. Utility line repairs/replacement must be coordinated with the responsible utility provider or owner of the line. Repairs on private property by CONTRACTOR shall be made in accordance with the appropriate Building Code under appropriate permits issued by the COUNTY of Riverside. Any damage caused by the permitted or CONTRACTED employees shall be repaired or restored by them, at their expense, to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the COUNTY.

1.25 SITE CLEAN UP

- 1.25.1 Cleanup of any debris resulting from any tree operations shall be promptly and properly accomplished by the CONTRACTOR. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in a way that is a hazard to the public by the CONTRACTOR. All debris from the tree operations shall be cleaned up each day before the CONTRACTOR'S work crew leaves the site unless permission is given by the COUNTY to do otherwise. Areas are to be left in a condition equal to or better than that which existed before the commencement of tree operations.
- 1.25.2 All wood/waste generated by the CONTRACTOR as a result of this contract will be reduced, reused, recycled and /or transformed as follows:
- 1.25.2.1 Reducing will include, but is not limited to, chipping, grinding, and or shredding operations. Disposal at a landfill for use in a cover program is acceptable.
 - 1.25.2.2 Reusing will include, but not limited to, using chipped, ground, or shredded tree material used as mulch.

- 1.25.2.3 Recycling will include, but not limited to, chipped, ground, or shredded tree material used to produce compost.
- 1.25.2.4 Transformation will include, but not be limited to, burning green waste, such as tree wood chips for producing energy.
- 1.25.2.5 CONTRACTOR to be responsible for all dump fees.
- 1.25.3 Weight slips or other written verification, submitted along with billing invoice, will be required as proof of final disposal. If wood waste is not reduced, reused, recycled, and/or transformed, then the appropriate justification for not conforming to this contract requirement must be provided to the proper COUNTY representative. Any limbs removed which are four (4) to thirty (30) inches in diameter may be cut in eighteen (18) inch lengths, stripped of foliage and left on the parkway strip next to the tree for use by the residents of the neighborhood. However, any remaining wood left after seven (7) calendar days shall be removed by the CONTRACTOR, at their expense and taken care of in the same manner as other wood waste.

1.26 SPECIFICATIONS FOR 'EMERGENCY/ON-CALL WORK

- 1.26.2 The CONTRACTOR shall be required to provide emergency / on call response to hanging limbs, wind damaged or downed trees. This may be during the day, weekends, at night, or during storm conditions. The CONTRACTOR shall be given specific locations and the work that is to be done at each location, via a telephone call from a COUNTY authorized representative. The CONTRACTOR shall be required to start work indicated within two (2) hour grace period of the initial telephone call and is required to report back to the COUNTY Representative upon completion of the work specified.
- 1.26.3 The CONTRACTOR shall be required to provide a 24-hour emergency phone number and/or pager number, and names of a minimum of two (2) contact individuals, within one week of the issuance of the contract. The names and numbers are to be provided to the individuals managing the said contract. Should the phone number or contact person change during the course of the contract, those changes must be provided to the COUNTY in a timely manner. In the event the CONTRACTOR cannot be contacted, or fails to respond to an "Emergency" call, a penalty of \$250.00 per hour (after the 2 hour grace period) will be deducted from any future work. These should be referred to as 'Liquidated Damages' and will be at the discretion of the COUNTY to enforce as needed.
- 1.26.4 The CONTRACTOR shall be required to provide all traffic control during the emergency operations. Should the work involve high voltage lines, the CONTRACTOR shall be required to notify the responsible utility company.
- 1.26.5 The COUNTY shall, at the discretion the Contract Administrators, elect to pay a two (2) hour minimum for Emergency Work for staging of personnel and equipment, at the CONTRACTOR's request.
- 1.26.6 Work performed under the emergency provisions of this contract shall be paid strictly under the description set forth under the Extra Work Section of the associated Cost Proposal. The

COUNTY will determine, with date and time of the initial call the factor, straight time or overtime Emergency Work. Any other items shall be negotiated on a time and materials basis. This shall include any other specialized labor, tools, equipment, disposal fees, and materials necessary for the emergency work that are not included under the Extra Work Section of the associated Cost Proposal. The CONTRACTOR shall not assume the COUNTY will approve a cost above and beyond the set prices set forth in the Cost Proposal. The CONTRACTOR shall supply a list of manpower and equipment rates to be charged, and indicate the 20% mark-up percentage for materials and any other costs. This list is to be provided to the appropriate COUNTY representative.

1.27 SAFETY

- 1.27.1 CONTRACTOR shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously.
- 1.27.2 CONTRACTOR shall conform to all governing safety regulations.
- 1.27.3 CONTRACTOR shall immediately resolve any and all Safety related items brought to their attention including from the COUNTY Inspector. An unsafe work environment may be grounds to stop work until the safety issues are addressed to the satisfaction of the COUNTY Inspector.

1.28 EQUIPMENT PERFORMANCE

- 1.28.1 All equipment must be performance worthy by visual and operational inspection. Machines must be maintained in good working condition throughout the life of this contract with the CONTRACTOR demonstrating evidence of an adequate service center to insure scheduled routine maintenance and proper operation.
- 1.28.2 All equipment used shall be in good mechanical condition and shall not leak oil or other fluids onto pavement during operations. If the COUNTY deems a piece of equipment unsuitable, the CONTRACTOR will be instructed to make the appropriate repairs or remove it from the work site.

1.29 EXTRA WORK

- 1.29.1 All extra work must have written approval prior to the work being performed.
- 1.29.2 Any products or services not otherwise specified in this specification shall be negotiated between the CONTRACTOR and the COUNTY at a price agreed upon by both parties.

1.30 PERFORMANCE EVALUATION

- 1.30.1 The performance of the tree trimming work will be reviewed and monitored by the COUNTY. During these reviews, the COUNTY will utilize an inspector to document the findings. The COUNTY may review individual projects or trees at any given time with or without the presence of the CONTRACTOR.

Road	From	To
Main St	Church St	SH-111 (Grapefruit Blvd)
Center St	Polk St	Main St
Church St	Polk St	Grapefruit Blvd (SH-111)
Kokell Ave	Polk St	Grapefruit Blvd (SH-111)
Grapefruit Blvd (SH-111)	54 th Ave	59 th Ave
Harrison St (SH-86)	58 th Ave	54 th Ave
Airport Blvd	SH-86 (Harrison St)	east of Fillmore St

1.31.4 Non-inclusive list of the L&LMD work will be within the following identified areas (list for examples only):

1.31.4.1 Zone 3 – Nuevo – By Location below

1.31.4.1.1 Location 9 - Landscaped parkway along the easterly side of Meniffee Road from the northerly tract boundary to San Jacinto Avenue. Landscaped parkway on the northerly side of San Jacinto Avenue from Meniffee Road to Lava Way. Landscaped parkway on the northerly side of Bedrock Court from Meniffee Road to Pebblestone Drive.

1.31.4.1.2 Location 48 - Landscaped parkway (not including trail or fence) along the northerly side of Central Avenue from Rosary Avenue to the westerly tract boundary. Landscaped parkway along the northerly and southerly side of El Vira Drive from Rosary Avenue to the westerly tract boundary (including landscaped swale).

1.31.4.2 Zone 3 – Lake Elsinore - Landscaped parkway on the northeasterly side of Grand Avenue from Ontario Way to the northwesterly tract boundary. Landscaped parkway on the northwest side of Ontario Way from Grand Avenue to 150 feet southwesterly of Pyramid Circle. Landscaped parkway on the southeasterly side of Winnipeg Place between Okeechobee Lane and Henshaw Court, reverse frontage only.

1.31.4.3 Zone 8 – Home Gardens - Landscaped median on Magnolia Avenue between Riverside City limits and Corona City limits. Easterly landscaped parkway on McKinley Avenue between Harlow Avenue and Indiana Avenue. Easterly and westerly landscaped parkway on Lincoln Avenue between Harlow Avenue and Indiana Avenue. Northerly landscaped parkway on Indiana Avenue between Lincoln Avenue and Riverside City limits. Northerly landscaped parkway on Indiana Avenue between McKinley Avenue and Andover Street. Westerly landscaped parkway (turf) on Neece Street between Magnolia Avenue and Indiana Avenue. Southerly parkway on Magnolia Avenue between Brotherton Street and Truman Street.

1.31.4.4 Zone 10 – South Corona - Parkway landscaping on both sides of Temescal Canyon Road between Leroy Road and southern end of commercial site (4500 feet south of Leroy Road).

1.31.4.5 Zone 11 – Woodcrest - Parkway landscaping along the Northeasterly corner of Avenue “C” and Wood Road (TURF) ; Easterly parkway on Wood Road

- 1.30.2 Implementing a rating scale for designated trimming tasks and overall performance will be evaluated on a point system. A rating falling below 70% of all possible points will be deemed unsatisfactory. A 10% reduction of the invoiced amount will be assessed for each tree and/or project the evaluation rating is defined unsatisfactory. Two consecutive ratings may, at the discretion of the COUNTY, result in termination of the entire contract.
- 1.30.2 Evaluation/review items may include but not limited to: Overall crown reduction, overall tree lifting, overall tree pruning, safety, site cleanliness, quality, traffic control, etc.

1.31 **PROJECT LOCATION**

- 1.31.1 All work under this contract will be performed within the unincorporated areas of the COUNTY of Riverside, within COUNTY Maintained Road Right-of-Way and adjacent dedicated landscape easements/areas and CSA maintained park sites the COUNTY Maintained Road Right-of-Way. Consider all locations within the unincorporated areas of the COUNTY as a possible project location.
- 1.31.2 For specific COUNTY Maintained Roads, the County of Riverside Transportation Department's Roadbook is available Online at the following website:
<http://rctlma.org/trans/Road-Maintenance/County-Maintained-Road-Book>
- 1.31.3 Non-inclusive list of COUNTY maintained roads (list for examples only):
- 1.31.3.1 Highgrove area - bordered by the San Bernardino COUNTY line to the north, Riverside COUNTY limits to the east, Riverside City limits to the south, and Orange St. to the west.
- 1.31.3.2 University City - bordered by Central Ave to the north, the 60/215 Fwy easterly, and Riverside City limits southerly and westerly.
- 1.31.3.3 Home Gardens housing tract bordered by McKinley St on the northeast, Temescal St on the southwest, Sampson Ave. on the northwest, and Indian Ave. on the southeast.

Road	From	To
Paseo Grande	Via Santiago	Las Posas Rd
Via Santiago	Via Bernardo	Frontage Rd
Via Felipe	Via Del Rio	Via Santiago
Via Trinidad	Via Antonio	end of street
Via Antonio	Via Del Rio	Via Santiago
Via Josefa	Via Del Rio	Frontage Rd
Via Marcos	Via Santiago	end of street
Via Del Rio	Via Josefa	Via Bernardo
Via Bernardo	Via Del Rio	City of Corona border

Road	From	To
Simpson Rd	Briggs Rd	Warren Rd
Patterson Ave	Olive Ave	Winchester Rd

between Avenue "C" and Avenue "E". Parkway landscaping along the East side of Wood Road between Avenue "E" and Carpinus Drive; North side of Carpinus between Wood Road and Easterly tract boundary; Easterly parkway of Elkhorn Road between Painted Rock Street and Carpinus Drive; Easterly parkway of Hawkhill Avenue between Copper Ridge Street and Carpinus Drive; and West side of Cole Avenue between Copper Ridge Street and Carpinus Drive.

- 1.31.4.6** **Zone 15** – La Sierra Area - Parkway landscaping located on the southwesterly side La Sierra Ave. between Dufferin Ave. north to tract boundary; Parkway landscaping located on the southwesterly side La Sierra Ave. between Dufferin Ave. south to McAllister Pkwy.; Parkway landscaping located on the north side of Dufferin Ave. between La Sierra Ave. and Lyon Ave.; Parkway landscaping located on the south side of Dufferin Ave. between La Sierra Ave and Sierra View Ct.; Parkway landscaping located on the south side of Dufferin Ave. between Lyon Ave. and east approximately 182 feet past Old Heritage Rd.; Parkway landscaping located on the east side of Lyon Ave. (except front yards) between Victoria Ave. and Dufferin Ave.; Parkway landscaping located on the east side of Lyon Ave. between Dufferin Ave. and 500 feet southerly to tract boundary (flood control drive); Parkway landscaping located on the south side of Victoria Ave. between Lyon Ave. and east approximately 126 feet to tract boundary. Parkway landscaping located on the north side of Victoria Ave. between Lyon Ave. west to tract boundary (almost Moulton Dr.).
- 1.31.4.7** **Zone 19** – Murrieta - Median and parkway landscaping along both sides of Murrieta Hot Springs Road between Iverness Way westerly to tract boundary; Parkway landscaping along both side of Willows Avenue between North General Kearny Road and easterly tract boundary.
- 1.31.4.8** **Zone 24** - Temecula - Parkway landscaping along the southern side of Temecula Creek Road from Pacific Sunset Drive to Breeze Way Place. Parkway landscaping along both sides of Horizon View between Temecula Creek Road and Summit View Place. Parkway landscaping along Temecula Creek Road at the southeasterly corner of Temecula Creek Road and Breeze Way Place. Location 2 – Temecula - Parkway landscaping along both sides of Temecula Creek Road from SH-79 to Pacific Sunset Drive. Parkway Landscaping along both sides of Cedar Creek Road from Blue Water Way to Pebble Brook Circle. Parkway landscaping along the westerly side of Pacific Sunset Drive from SH-79 to the southerly tract boundary. Parkway landscaping along the southerly side of SH-79 from Pacific Sunset Drive to westerly tract boundary. Location 3 – Temecula - Parkway landscaping along the easterly side of Horizon View Street from Sh-79 to Turtle Creek Street. Parkway landscaping along the southerly side of SH-79 from Horizon View Street to the easterly tract boundary.
- 1.31.4.9** **Zone 26** –The Westerly and Easterly landscaped parkways on Washington Street between Nandina Avenue and Markham Drive. The Southerly landscaped parkway on Nandina Avenue between Washington Street and 600

feet Easterly to tract boundary. The Northerly landscaped parkway on Markham Drive between Washington Street and 580 feet Easterly to tract boundary, and Northerly landscaped parkway on Markham Drive between Washington Street and 2,425 feet Westerly to tract boundary. The Southerly landscaped parkway on Nandina Avenue between 850' westerly of Laurel Grove Road to tract boundary and 375 feet easterly of Laurel Grove Road to tract boundary. The Northerly landscaped parkway on Markham Street between Shady Side Lane and 475 feet Westerly to tract boundary and 1,930 feet Easterly to tract boundary. The Northerly landscaped parkway on Nandina Avenue between Fairbreeze Court and 350 feet Westerly and 300 feet Easterly to tract boundaries. The Southerly landscaped parkway on Nandina Avenue between Fairbreeze Court and 335 feet Westerly to tract boundary and 700 feet Easterly to Burl Hollow Drive. The Southerly landscaped parkway on Nandina Avenue between Burl Hollow Drive and 1,330 feet Easterly to tract boundary. The Westerly landscaped parkway along Roosevelt Street between Markham Street and 1,250 feet Northerly to tract boundary. The Northerly landscaped parkway on Markham Avenue between Roosevelt Street and Stillcreek Way and the Northerly landscaped parkway on Markham Avenue between Stillcreek Way and 750 feet Westerly to tract boundary. The Westerly landscaped parkway on Washington Street from Nandina Avenue Northerly 315 feet to tract boundary. The Southerly landscaped parkway on Nandina Avenue from Fairbreeze Court westerly 300 feet to tract boundary.

- 1.31.4.10** **Zone 28** – Lake Elsinore - Parkway Landscaping and trail along the Northeast side of Grand Avenue at Via Lakistas, between tract boundaries on Grand Avenue.
- 1.31.4.11** **Zone 29** - Lake Elsinore – Location 1 - Parkway landscaping, fencing, and multi-purpose trail along the northeasterly side of Grand Avenue between Turtle Dove Drive and the southerly tract boundary.
- 1.31.4.12** **Zone 31** – East Hemet - Location 1 – East Hemet – Landscaped parkways on the northerly side of Acacia Avenue at Emmanuel Lane, within tract boundary. Location 2 – East Hemet - Landscaped parkways on the easterly side of Meridian Street at Faith Drive, within tract boundary.
- 1.34.4.13** **Zone 39** – Woodcrest – Landscaped Parkway on the eastside of Clark Street between Dawes and Windstone Way.
- 1.31.4.14** **Zone 43** – South Corona - Landscaped parkway along the easterly side of Knabe Road between Weirick Road and Forest Boundary Road. Landscaped parkway along both sides of Retreat Pkwy. between Knabe Road and Private gates/entry. Multi purpose trail located on both sides of Retreat Pkwy. between Knabe Road and Private gates/entry. Landscaped parkway on Forest Boundary Road between private gates and tract boundary. Multi purpose trail on Forest Boundary Road between private gates and tract boundary.
- 1.31.4.15** **Zone 45** – La Sierra Area - Parkway landscaping located on both sides of McAllister Pkwy between La Sierra Ave. and Praed St.; Parkway Landscaping

located on the east side of La Sierra Ave. between McAllister Pkwy. and southerly tract boundary (approximately 500 feet); Parkway Landscaping located on the east side of La Sierra Ave. between McAllister Pkwy. and Cleveland Ave.

- 1.31.4.16** **Zone 53** – French Valley - Parkway landscaping along the northerly Right of way of Auld Road between the westerly and easterly tract boundaries. Parkway and median landscaping on Avocado Court between Auld Road and Pepper Tree Street.
- 1.31.4.17** **Zone 57** – Temecula - Landscaped parkway along the south side of State Highway 79 between Horizon View Street and west to tract boundary. Landscaped parkway on the west side of Horizon View Street between State Highway 79 and Turtle Creek Street, and around the corner on Turtle Creek Street.
- 1.31.4.18** **Zone 58** - Woodcrest – Parkway landscaping on the North side of Van Buren Blvd. between Albarian Street and easterly tract boundary. Parkway landscaping on the eastside of Albarian Street between Van Buren Blvd. and northerly tract boundary. Parkway landscaping on the north side of Graceful Court between Albarian Street and Graceful Way.
- 1.31.4.19** **Zone 74** - La Sierra – Parkway landscaping on the Southside of McAllister Pkwy from western tract boundary to eastern tract boundary; parkway landscaping and trail maintenance on the Northside of McAllister Pkwy from the western tract boundary to eastern tract boundary.
- 1.31.4.20** **Zone 97** – Woodcrest - Southerly parkway landscaping along Carpinus Drive between Granite Ridge Drive and easterly tract boundary (180 feet east of Aspenleaf Drive. Easterly parkway landscaping along Granite Ridge Drive between Carpinus Drive and Mountain Shadow Lane. Southerly parkway landscaping along Mountain Shadow Lane between Granite Ridge Drive and to 440 feet easterly. Westerly parkway landscaping along Aspenleaf Drive between Carpinus drive and Mountain Shadow Lane. Northerly and southerly parkway landscaping on Deer Run Road between Sterling Hill Lane and Carpinus Drive. Southerly and westerly parkway landscaping along Carpinus Drive from Cajalco Road to 180 feet westerly of Red Rock Street. Northerly Parkway landscaping on Cajalco Road from Carpinus to westerly tract boundary, approximately 2,650 feet westerly.
- 1.31.4.21** **Zone 138** – Mecca - Parkway Landscaping on the eastside of Lincoln Street from 64th Avenue 600' northerly and parkway landscaping on the northside of 64th Avenue from Lincoln Street to 1,300' easterly.

1.31.5 Non-inclusive list of CSA maintained Parkways/median (for examples only):

- 1.31.5.1** **CSA 126:**
 - a. Iowa Ave/Center St/Spring Mountain Ranch – Riverside
- 1.31.5.2** **CSA 134:**
 - a. Campbell Ranch Rd – Corona

- b. Mayhew Canyon Rd – Corona
- c. Coral Canyon Rd – Corona
- d. Santiago Canyon Rd – Corona

1.31.5.3**CSA 143:**

- a. Central Park Dr – Murrieta
- b. Park Promenade – Murrieta
- c. Willows Ave – Murrieta
- d. Calistoga Dr – Murrieta
- e. Murrieta Hot Springs – Murrieta
- f. Townview Ave – Murrieta
- g. Golden Rod Rd – Murrieta
- h. Butterfield Stage Rd – Temecula
- i. Morgan Hill Dr – Temecula
- j. Frog's Leap St – Temecula
- k. Madigan St – Temecula
- l. El Chimisal Rd – Temecula
- m. Rutherford St - Temecula

1.31.6 Non-inclusive list of CSA maintained Park Sites (for examples only):

- a. Cabazon Park – 50390 Carmen Ave, Cabazon, CA 92230
- b. Central Park – 30666 Central Park Dr, Murrieta, CA 92563
- c. Coral Canyon Park – 24880 Coral Canyon Rd, Corona, CA 92883
- d. Deleo Park – 25655 Santiago Canyon, Corona, CA 92883
- e. Discovery Park – 35105 Willows Ave, Murrieta, CA 92563
- f. Galleron Park – 44725 Morgan Hill Dr, Temecula, CA 92592
- g. Highgrove Park – 459 Center St, Riverside, CA, 92507
- h. Joseph Park – 30574 Nicolas Rd, Temecula, CA 92591
- i. Kite Ridge Park – 11678 Clematis Dr, Corona, CA 92883
- j. Madigan Park – 44244 Madigan St, Temecula, CA 92592
- k. Montecito Park – 8579 Calle Canon, Corona, CA 92883

- l. Morgan Hill Park – 45320 Morgan Hill Dr, Temecula, CA 92592
- m. Overlook Park – 29655 Joseph Rd, Murrieta, CA 92563
- n. Willows Park – 29750 Willows Ave, Murrieta, CA 92563

**EXHIBIT B
PAVEMENT PREVISIONS**

TREE TRIMMING HIGHWAY OPERATIONS DIVISION

NORMAL WORK		
Description	Unit Description	Cost
Full Trim (under 12 diameter inch)	Each	\$90.00
Full Trim (between 12 and 30 diameter inch)	Each	\$175.00
Full Trim (over 31 diameter inch)	Each	\$280.00
Street Tree Trimming – clearance maintenance trim	Each	\$60.00
Complete Tree and Stump Removal	Each diameter inch	\$32.00
Stump Removal Only	Each diameter inch	\$10.00
EXTRA WORK		
Description	Unit Description	Cost
Consulting Arborist work – as requested	Per hour	\$120.00
Palm Tree Trimming	Each palm tree	\$115.00
Palm Tree Skinning	Per linear foot	\$12.00
Crew Rental – 3 men, aerial unit, dump truck, chipper, and all necessary fuel and tools.	Per hour	\$210.00
Crew Rental – 2 men, aerial unit, dump truck, chipper, and all necessary fuel and tools.	Per hour	\$140.00
Crew Rental – 1 man	Per hour	\$70.00
Emergency work call out – 3 men, aerial unit, dump truck, chipper, and all necessary fuel and tools.	Per hour	\$270.00

L&LMD /CSA PARKWAY AND MEDIAN WORK

NORMAL WORK		
Description	Unit Description	Cost
Full Tree Trim (any size tree)	Each	\$85.00
Palm Tree Trimming (per attached detail)	Each	\$95.00
Palm Tree Skinning (per a linear foot)	Per Linear Foot	\$12.00
Complete Tree and Stump Removal (with stump grind)	Each	\$240.00
EXTRA WORK		
Description	Unit Description	Cost
Street Tree Trimming – clearance maintenance trim	Each	\$55.00
Stump Removal Only (with stump grind)	Each	\$75.00
Crew Rental – 3 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$210.00
Crew Rental – 2 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$140.00
Crew Rental – 1 man	Per Hour	\$70.00
Emergency work call out – 3 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$270.00

CSA MAINTAINED PARK SITES

NORMAL WORK		
Description	Unit Description	Cost
Full Tree Trim (under 6 diameter inch)	Each	\$50.00
Full Trim (between 6 and 12 diameter inch)	Each	\$90.00
Full Trim (over 12 diameter inch)	Each	\$170.00
Palm Tree Trimming (per attached detail)	Each	\$80.00
Palm Tree Skinning (per a linear foot)	Per Linear Foot	\$12.00
Complete Tree and Stump Removal (with stump grind)	Each diameter inch	\$29.00
EXTRA WORK		
Description	Unit Description	Cost
Street Tree Trimming – clearance maintenance trim	Each	\$50.00
Stump Removal Only (with stump grind)	Each	\$140.00
Crew Rental – 3 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$210.00
Crew Rental – 2 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$140.00
Crew Rental – 1 man	Per Hour	\$70.00
Emergency work call out – 3 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$270.00

**COST PROPOSAL – ON CALL CAPITAL PROJECTS/PUBLIC WORKS – STREETS
AND HIGHWAYS WORK**

NORMAL WORK		
Description	Unit Price	Cost
Full Trim (under 12 diameter inch)	Each	\$165.00
Full Trim (between 12 and 30 diameter inch)	Each	\$325.00
Full Trim (over 31 diameter inch)	Each	\$445.00
Complete Tree and Stump Removal (with stump grind)	Each diameter inch (DBH)	\$57.00
Crew Rental – 3 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$330.00
Crew Rental – 2 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	Per Hour	\$220.00
Crew Rental – 1 man	Per Hour	\$115.00