

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and West Coast Arborists, Inc., a California Corporation, whose address of record is 2200 E. Via Burton Street, Anaheim, California 92806, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to perform tree pruning and removal services at several identified locations; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide tree maintenance services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the tree maintenance services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2025, with the option to renew for two (2) additional one-year periods through June 30, 2027, upon sixty (60) days written notice prior to the expiration of the current term.

4.     **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Five Hundred Forty-Five Thousand Four Hundred Twenty-Five Dollars (\$545,425.00).

5.     **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6.     **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7.     **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8.     **INDEPENDENT CONSULTANT.** It is expressly understood that Consultant is an independent Consultant and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractors of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

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a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-Consultants, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-Consultants, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Reserved.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public

works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by

Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

*{Signatures continued on next page}*

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

**Laurie**  
**Avedisian-Favini**  
BY: \_\_\_\_\_  
Assistant City Attorney Date

Digitally signed by: Laurie  
Avedisian-Favini  
DN: CN = Laurie Avedisian-Favini  
email = lfavini@lozanosmith.com  
C = US O = Lozano Smith  
Date: 2023.04.20 09:12:21 -07'00'

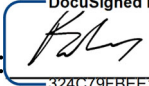
4/20/23

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

*{Signatures continued on next page}*

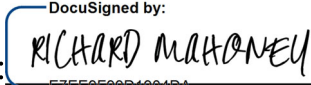
WEST COAST ARBORISTS, INC.,  
a California Corporation,

BY:  DocuSigned by:  
324C79FBEE1F4FC...  
(Signature)

Patrick Mahoney

(Typed Name)

Its: President  
(Title)

BY:  DocuSigned by:  
E7EE9F99D1904DA...  
(Signature)

RICHARD MAHONEY

(Typed Name)

Its: Secretary  
(Title)

Taxpayer I.D. No. 95-3250682

ADDRESS: 2200 E. Via Burton St.  
Anaheim, CA 92806

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

# EXHIBIT A

## EXHIBIT A

### SCOPE OF SERVICES

The Consultant shall provide the highest quality of tree pruning, removal, and maintenance services. The Consultant agrees to provide the highest quality commercially accepted methods, procedures and controls for tree pruning, removal, and maintenance consistent with the International Society of Arboriculture Pruning Standards (BMPs), ANSI A300 Standards, and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Consultant shall furnish tree services by qualified arborists, site managers and tree worker crews to provide tree pruning, removal and maintenance activities that comply with this scope of services. It will be the responsibility of the Consultant to provide all equipment, materials, and labor as necessary to perform the work described in this document in a safe, efficient and legal manner.

**A. Tree Pruning:** Tree pruning removal and maintenance services shall be performed according to the most current editions of the following benchmark standards:

1. American National Standards Institute (ANSI) A300 Part 1 Pruning Standards
2. ANSI Z133 Safety Standards
3. ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Removal of tree deadwood limbs
- Reduce maintenance costs
- Prevent or mitigate a pest problem
- Removal of long lateral limbs to reduce end weight and extra side weight (i.e. Eucalyptus trees)

Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Consultant during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered.

Clearance pruning shall be defined as to provide the following distances:

- Roadway- not less than 14' from road surfaces
- Sidewalk- not less than 10' from sidewalk surfaces
- Building- not less than 6' from vertical building surfaces
- Roofs and streetlights- not less than 6' from streetlamps

- Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires.

**B. Tree Removal:** The Consultant shall remove trees deemed necessary for removal by the City or as recommended by the Consultant's Certified Arborist.

- a. Felling of trees larger than 12" DBH shall not be permitted. All trees shall be limbed out using appropriate rigging techniques to protect public safety and prevent unnecessary damage to surrounding turf, trees, shrubs and landscape plantings. Sidewalks, curbs, streets, manhole structures and associated hardscape shall be protected from the impact of falling wood. Any and all damage to public or private property shall be reported to the City's designated representative immediately.
- b. Stump removal consists of the removal of the tree root crown and tree roots to a minimum depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Stump removal cost shall be included as part of the unit cost for tree removal and based upon the tree DBH listed herewith.

The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Consultant. The Consultant shall be required to contact 811 USA prior to stump grinding.

- c. All work shall comply with ANSI Z133 safety standards.

**C. Job Performance Requirements:**

1. **Debris and Chip Disposal:** The Consultant is responsible for the disposal of all logs, limbs, chips and debris generated by work described.
2. **Access:** Bucket/chipper truck access is limited to park service roads, parking lots and public streets. Operation of equipment "off-road" will require, at minimum, 3/4" plywood planking to prevent soil compaction.
3. **Site Clean-Up:** The site should be restored, as close as reasonably practical, to conditions existing prior to work commencing. The Consultant shall chip all trees limbs and tree debris from sites and dispose of debris. The Consultant shall clean up the site and remove and dispose of all debris at the end of each day's operation. Limbs and trunks temporarily placed in the park areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and/or pedestrians. Logs left lying on the ground awaiting pick-up shall be sufficiently blocked to prevent movement. Site cleanup shall include removal of sawdust, small twigs, chips,

leaves, trunks and limbs from the street, curb, parkway, sidewalk, lawn areas and driveways with appropriate tools for the job.

4. **Protection of Property:** The Consultant shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real and/or personal property. Holes or ruts made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.
  
5. **Repairs and Corrective Actions:** Consultant shall communicate to the City Representative any tree maintenance and non-tree maintenance related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Consultant that require scheduling with the City's Representative will be prioritized dependent on each request after notification to the City. Immediate response may be necessary. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative and shall be rectified in an approved manner back to its former condition, prior to damage, at the Consultant's expense as soon as possible. Any hazardous conditions noted, or seen, by the Consultant that has occurred by any means other than during the performance of the Consultant's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Consultant is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.
  
6. **Safety Standards:** All equipment to be used and all work to be performed to meet accepted current applicable industry standards for safe practices; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. , ANSI Z133 Safety Requirements and CAL E.P.A. Safety Orders at all times so as to protect all person, including Consultant employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Consultant shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City or its representatives. The Consultant shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All placements of cones, signs and barricades must conform to the current Manual on Uniform Traffic Control Devices. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.

7. **GPS/GIS Tree Tracking Inventory:** The City shall provide the most up-to-date GPS/GIS inventory data to Consultant upon award of contract. Consultant will use this information to keep track of their work progress and work done for each tree within each of the tree Pruning/Removal areas. Once the work is completed, the GPS/GIS updated data will be turn over to the City's GIS personnel for further review and subsequent upload to the City's main tree inventory GIS data bank system. The City's GIS personnel will accept GPS/GIS dataset in these three formats File Geodatabase, Shapefiles, or CSV files. Additionally, a feature library will be provided to maintenance data consistency. Attributes to be collected or tracked by field personnel may include, but is not limited to:

- ☐ Tree Number
- ☐ Tree Unique Key (will be provided and shall not be changed)
- ☐ City District
- ☐ Location by Address (nearest address)
- ☐ Street Tree is Located On (may be different from address)
- ☐ Tree Site (denoted by number if multiple trees at the address, i.e. Tree 1, Tree 2)
- ☐ Location Relative to Property (i.e. front, back, side)
- ☐ Location by GPS/GIS
- ☐ Species by Botanical Name & Common Name
- ☐ Tree Diameter
- ☐ Tree Height
- ☐ Tree Crown
- ☐ Tree Condition (ranked by percentage)
- ☐ Date Maintenance Performed
- ☐ Maintenance Performed (task types to be provided by City)
- ☐ Maintenance Performed By (Consultant Name)
- ☐ Additional Recommended Maintenance

The cost of the GPS/GIS Tree inventory shall be based on a per tree location.

8. **Work Hours:** Between 7:30 a.m. and 5:00 p.m., Monday through Friday. Work on Weekends and Holidays is not allowed unless it is deemed an emergency and Weekend Work has been coordinated and approved by the City. Any other exception shall only be authorized with prior approval of the City Representative.

**E. General Information:**

1. **Starting and Completion Requirements:**

Work shall begin under contract within two weeks of the date of notice to proceed. The City anticipates that work will be done in the most diligent and safest manner.

All contract work shall be completed by a date agreed upon by both parties. The Consultant shall not be entitled to any claims against the City for damages from any cause whatsoever in the progress of the work or any portion thereof.

Project locations have been identified for the first year of the contract. The City, in agreement with the Consultant, will have the option to execute future contract extensions through June 30, 2027, and will negotiate with the Consultant on pricing for additional tree locations

2. **Certified Arborist:**

It is the preference of the City of Merced that all work be performed under the general supervision by an International Society of Arboriculture (ISA) Certified Arborist for the duration of the project. It is highly desirable that the crew supervisor be a current ISA-Certified Arborist. All Certified Arborists names and certification number(s) must be included in the proposal document to be considered for this project. Any change in the status of the “certified” individual(s) during the life of this contract must be reported to the City at the time of occurrence. All certification numbers will be verified through ISA’s office. Failure to have a certified arborist on staff at all times could result in termination of this contract.

3. **Licensing, Certification and Labor:**

All firms submitting proposals must hold a valid State California C-61 and D49 Consultant’s License. Both licenses must be in good standing for the previous five (5) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

# EXHIBIT B

**EXHIBIT B**

The prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in the Project Scope of Services. The Consultant assures that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

**Priority 1 Pruning and Removals – Districts 3 & 5**

| Item Description                                 | Unit     | Unit Cost   |
|--------------------------------------------------|----------|-------------|
| <b>Single Tree Pruning Full</b>                  |          |             |
| 0-6" dbh                                         | Per tree | \$ 55.00    |
| 7-12" dbh                                        | Per tree | \$ 110.00   |
| 13-18" dbh                                       | Per tree | \$ 150.00   |
| 19-24" dbh                                       | Per tree | \$ 290.00   |
| 25-36" dbh                                       | Per tree | \$ 590.00   |
| 37" dbh and above                                | Per tree | \$ 1,500.00 |
| <b>Individual Tree Removal (including stump)</b> |          |             |
| 0-6" dbh                                         | Per tree | \$ 125.00   |
| 7-12" dbh                                        | Per tree | \$ 250.00   |
| 13-18" dbh                                       | Per tree | \$ 550.00   |
| 19-24" dbh                                       | Per tree | \$ 900.00   |
| 25-36" dbh                                       | Per tree | \$ 1,500.00 |
| 37-47" dbh                                       | Per tree | \$ 3,000.00 |
| 47" dbh and above                                | Per tree | \$ 3,500.00 |

|                             |                             |                      |
|-----------------------------|-----------------------------|----------------------|
| <b>District Name</b>        | <b>Org/Obj Code/Project</b> | <b>Amount</b>        |
| Priority 1 – District 3 & 5 | 20046010-511013-CP230007    | \$ 350,000.00        |
|                             | <b>Sub-Total:</b>           | <b>\$ 350,000.00</b> |

**MD & CFD Districts**

| Item Description                       | Unit     | Unit Cost |
|----------------------------------------|----------|-----------|
| <b>Tree Pruning or Removal Service</b> |          |           |
| Tree Pruning or Removal                | Per hour | \$ 115.00 |

|                      |                     |                      |
|----------------------|---------------------|----------------------|
| <b>District Name</b> | <b>Org/Obj Code</b> | <b>Amount</b>        |
| Village Landing      | 40056100-511013     | \$ 5,425.00          |
| Fahrens Park I       | 40216100-511013     | \$ 10,000.00         |
| Mansionette          | 40256100-511013     | \$ 20,000.00         |
| Fahrens Park II      | 40326100-511013     | \$ 35,000.00         |
| Davenport            | 40346100-511013     | \$ 15,000.00         |
| Yosemite Gateway     | 40386100-511013     | \$ 20,000.00         |
| Bellevue Ranch East  | 45106105-511013     | \$ 50,000.00         |
| Moraga               | 45306105-511013     | \$ 20,000.00         |
| Cypress Terrace East | 45336105-511013     | \$ 20,000.00         |
|                      | <b>Sub-Total:</b>   | <b>\$ 195,425.00</b> |

**TOTAL CONTRACT NOT TO EXCEED: \$ 545,425.00**