

AMENDMENT NO. 1

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

AGREEMENT DATED MAY 12, 2015

BETWEEN CITY OF CHICO

AND

MARC WESLEY DBA M & S WESLEY TREE SERVICE

Contractor

TREE MAINTENANCE SERVICES

Project Title

002-686-5330

Budget Account Number

THIS CONTRACTUAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on October 18, 2016, by and between the City of Chico, a municipal corporation under the laws of the State of California, (City), and Marc Wesley, an individual, DBA M & S Wesley Tree Service (Contractor). (Contractor). On May 12, 2015, City and Contractor entered into "City of Chico - Contractual Services Agreement", (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Subsection 9.14, entitled "Term," is hereby amended as follows:

The term of this Agreement shall be for a period of one (1) additional year from May 18, 2016 to June 30, 2017.

2. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 through B6-R1 attached hereto and by this reference incorporated in the Agreement.
3. All other provisions of the Agreement shall remain in full force and effect.

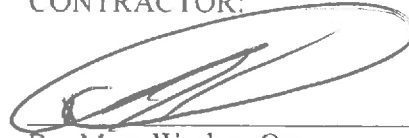
IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY:



Mark Orme, City Manager*

CONTRACTOR:



By: Marc Wesley, Owner

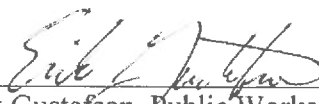
*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

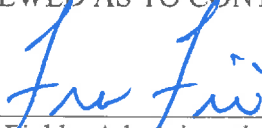
APPROVED AS TO CONTENT:



Erik Gustafson, Public Works Director
Operations and Maintenance

*Pursuant to The Charter of the City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:



Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human Resources, Finance and Information Systems

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MARC WESLEY DBA M & S WESLEY TREE SERVICE

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AMENDED

EXHIBIT B

SCOPE OF CONTRACTUAL SERVICES – BASIC

Scope of Contractual Services - Basic

The work to be done shall consist of general pruning and planting of various trees, as well as occasional removal of small trees, in various locations in the City of Chico, as directed by the Park and Natural Resources Manager or designated representative (Park Manager).

Along with trimming and occasional removal of trees, the Contractor shall also haul away and dispose of debris, and where necessary, repair or replace to original condition any damaged public or private property. Chipped waste material shall be disposed of within the City, at a location of the City's choice and at the Contractor's expense. Logs, brush, and other debris may be dumped at a separate location as designated by the City at the Contractor's expense.

All services shall be performed in a workman-like manner in accordance with current standards established by the American National Standard Institute (ANSI) and the International Society of Arboriculture Tree Pruning Guidelines. Specifically, the Contractor shall adhere to current ANSI A300-2001 (Tree, Shrub, and other Woody Plant Maintenance-Standard Practices, ANSI Z-133.1-1994 (Safety Requirements for Arboricultural Operations), and accompanying "Best Management Practices" publications.

I. TREE PRUNING

A. Pruning Categories

1. *Thinning and Shaping* - The Contractor shall prune all trees to follow the natural growth of the trees.
2. *Height Reduction* - The Contractor shall prune top growth to reduce overall height of broadleaf trees by approximately 25% but no lower than 20 feet. Such pruning shall not change the scaffolding structure of the tree. The Contractor shall check with the Street Tree Supervisor regarding height reduction for each tree prior to pruning.

B. Pruning Objectives

The Contractor shall provide the necessary means to accomplish the following pruning objectives:

1. Improve tree growth and form to maximize safety, structural integrity and health.
2. Eliminate diseased or damaged growth.
3. Eliminate narrow V-shaped branch forks that lack strength.
4. Reduce toppling and wind damage by thinning out crowns.
5. Maintain growth within space limitations.
6. Balance crown with roots and maintain natural appearance.
7. Prune to clear line of sight for street lights, traffic signs and signs, and street signs.

In achieving the above objectives, the Contractor shall not remove more of the tree crown than necessary. Under no circumstances shall more than 25 percent of the crown be removed without approval from the City. When reducing the length of a limb, the resulting terminal branch should be at least one-third (1/3) the diameter of the parent limb.

C. Tree Pruning Standards

The instructions defined herein are the City standards for the pruning of street trees and provide details and directions to the Contractor. The Contractor shall perform the following services in a professional manner consistent with all appropriate rules of safety.

1. Follow the shape suggested by the natural growth habits of each tree species.
2. Select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another.

3. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show, permitting dead material to be easily cleaned out and light to show through the head. Tree foliage shall not be reduced by more than 25% without prior approval by the City.
4. To encourage new growth in older trees, open the interior by removal of large old inner wood. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral which is large enough to assume leadership.
5. The drop crotch method of pruning shall be used to reduce the height or spread of a tree in conjunction with thinning cuts. Drop crotch is a thinning type of pruning in which a main branch of the leader is removed by cutting to a large lateral. The cut is at the crotch formed with the portion removed and the laterals left.
6. All limbs one inch (1") in diameter or over shall be undercut to avoid splitting. Where there is a chance of the bark tearing at the crotch, remove large limbs with the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one to three inches further from the crotch than the first. The final cut shall be made at the crotch in a manner to favor the earliest possible covering of the wound by callous growth and evenly flush to the remaining wood. Cuts shall not be made so large that they will prevent normal sap flow.
7. Trim to remove dead wood; hazardous branches; weak, diseased, insect-infested, broken, low, or crossing limbs; and all suckers, shoots, and ivy. Branches with an extremely narrow angle of attachment shall be removed. Any structural weakness, decayed trunk, or branches shall be reported to the City.
8. Prune to provide for proper vehicle clearance at the curb, both in height of lower branches and extension of branches into the street. Height clearance at the curb shall be at least fourteen (14) feet from street level and ten (10) feet over pedestrian pathways.
9. Prune to provide eventual clearance of five (5) feet around buildings and other structures, including but not limited to roofs, gutters, fireplaces, television antennas, and utility service connections.
10. Prune to provide sight-distance correction for highway traffic. Prune to provide for good visual distance at intersections, clearance of traffic control signs and devices, as well as street name signs at intersections.
11. On trees known to be diseased, pruning tools as well as cut surfaces shall be disinfected with a ten-percent (10%) chlorine bleach solution or sterilant after each cut and between trees where there is danger of transmitting the disease on tools.
12. Pruning with lopping shears is permitted. Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.
13. Trees with dense foliage surrounding street lights shall be opened to allow light to penetrate through the head.

14. All cut branches three and one-half inches (3-1/2") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropped limbs shall be repaired promptly at the Contractor's expense and to the satisfaction of the City.
15. Pruning around high-voltage transmission lines shall be done by a certified and qualified line clearance tree trimmer only.
16. All mistletoe and/or vines existing in trees to be pruned shall be removed.
17. All trees to be completely removed shall be ground down 12 inches minimum below grade.
18. All girdling roots visible to the eye, where practicable, shall be treated as follows: Report girdling roots, and remove them by severing the root in two places and removing the cut section.

D. Trimming of Palms

If requested by the City, palm trees, such as California Fan or Canary Island, shall be pruned in conformance with ANSI A300-2008 (Pruning Standards). The pruning shall consist of the following:

1. Remove all dead fronds, live fronds hanging below horizontal level, and all flowering stalks.
2. Remove dead fronds and loose petioles along the entire length of the palm trunk.
3. Remove all flowering stalks whether dead or alive and any and all fruit. Any seedling arising within the right-of-way and within 30 feet of the tree shall also be removed and disposed of with other pruning debris.
4. Live, healthy fronds shall not be removed, except where they arise and hang below a line that is perpendicular or 90 degrees to the trunk.
5. Fronds to be removed shall be severed close to the petiole base without damaging the living trunk tissue. Palm peeling, when needed, shall consist of the removal of only the dead frond bases at the point where they make contact with the trunk, without damaging living trunk tissue. The end result should be a neat, even appearance of all petiole bases, especially around the live pineapple at the base of date palms.
6. The use of climbing spurs or gaffs is prohibited.
7. The Contractor shall take care to avoid damage to any adjacent trees, landscaping, and hardscape improvements.

II. TREE REMOVAL

This section shall apply when additional requests are made for removal, not encountered in block trimming. All removals shall include:

CA STD FORMS 5/5/15

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B4-R1

- A. Complete removal of trees, stumps, suckers, and adjacent surface roots.
- B. Stump shall be removed by grinding to at least 18 inches below ground level.
- F. Roots in the immediate area of the work site are to be removed either by grinding or digging them out.
- G. The work site shall be cleaned up and left in the condition existing prior to the tree removal.
- H. All depressions in the soil caused by stump or root removal shall be filled and compressed so as to leave the surface area slightly raised (no more than three inches above the surrounding grade).

III. TREE PLANTING

Tree planting shall be conducted in accordance with the City's Standard Plan entitled "Fifteen Gallon Tree Planting Detail at Parkway Strip" attached as Page B-6.

IV. REMOVAL OF BRUSH, DEBRIS, AND WOOD

- A. All tree wood, trimmings, and debris resulting from the Contractor's work shall be promptly removed from the work site and properly disposed of at the Contractor's expense. Debris shall be loaded into a vehicle with a solid front and sides and the top and rear tarped, or otherwise tightly enclosed.
- B. The transportation of tree debris shall be done in such a manner that no debris falls from the vehicle during transport to the disposal site.
- C. Debris shall be removed from the site on the same day it is generated. At the end of each work day, all work sites shall be left in a clean and neat condition.
- D. The Street Tree Supervisor may require wood chips to be deposited at a site within the City limits where wood chips will be utilized by the City.
- E. As preventive measure for disease, all wood, trimming, or wood chips from diseased trees shall be properly disposed of at a refuse disposal site at no expense to the City.
- F. Upon completion of tree pruning, or other tree care work involving a separate tree or group of trees, the work area shall be cleaned to a condition at least equal to that which existed when work was started. Undergrowth and adjacent shrubbery or trees sustaining broken branches or other injury resulting from the Contractor's operations shall receive corrective treatment satisfactory to the City.

V. DEFICIENCIES AND PENALTIES

- A. If City determines that proper quality, level of service and/or Contractor response time is not being provided by Contractor, City will assess penalties because of such deficiencies. The following factors may be used, though not exclusively, in assessing penalties because of deficiencies.

1. The number of complaints received by City or Contractor;
 2. The number of complaints received by City or Contractor, and instances of deviation from the schedules of work as submitted by Contractor;
 3. The number complaints received by City or Contractor, regarding the availability of the Supervisor;
 4. Fulfillment of the conditions stating what Contractor shall and shall not do as included in the contract documents, including failure to perform in a timely manner.
- B. Contractor shall correct any and all deficiencies brought to their attention within twenty-four (24) hours of receipt of a deficiency notice and shall result in a deduction of not less than fifty dollars (\$50.00) per location.
- Failure to correct the deficiency within 48 hours is considered a failure to perform under this Contract.
- C. If Contractor is deficient of two or more specifications scheduled for any one location during a monthly billing period, Director shall have the right to deduct fifty dollars (\$50.00) for that location, and fifty dollars (\$50.00) monthly thereafter until the deficiency is corrected.

VI. COMPLETION SCHEDULE

Contractor shall complete all services requested by the City outlined herein in compliance with the above specifications within the time frame specified by with City with each service request. Penalties may be applicable (V. Deficiencies and Penalties), if Contractor is not in compliance with completion schedule. ***Amendment No. 1***