

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.
- Other - Grant Funds Available

Ch. B. Brown
General Mgr

mb Date: 9-1, 2020 City Controller of the City of Houston, Texas

SAO

FUND REF: 1000-3600-521415 AMOUNT: 250,000.00 ENCUMB. NO. 45-328852
DE 046-16162

City of Houston, Texas Ordinance No. 2020-800

AN ORDINANCE AWARDING A CONTRACT TO PRIME TREES INC. FOR TREE REMOVAL, TRIMMING AND PRUNING SERVICES FOR PARKS & RECREATION DEPARTMENT; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Handwritten mark

Section 1. Having duly advertised for and received competitive bids for the contract described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible and secure bid was submitted by **Prime Trees Inc.** in the amount of **\$4,435,365.00** (which amount is only an estimate if unit prices are included in the bid proposal of said bidder) and that such bid is the most advantageous for the City. Such contract is hereby awarded to said bidder.

Section 2. The City Council hereby approves and authorizes the Contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreement, or other undertaking in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

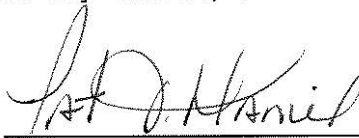
Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$4,435,365.00** unless and until this sum is increased by ordinance of City Council.

Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in an event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 16th day of September, 2020.
APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 22 2020.



City Secretary

Funding Source:
\$4,435,365.00 from Fund 1000 – General Fund

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: **SEP 22 2020**

Prepared by Strategic Purchasing Department, Greg Hubbard at Extension 3.8748.

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

8/12/2020
Date


Legal Assistant

(Basic Form GMS159:AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95)

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
	✓	POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

Rev. 5/18

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NO

EXHIBITS

- "A" DEFINITIONS
- "B" SCOPE OF SERVICES
- "C" DRUG POLICY COMPLIANCE AGREEMENT
- "D" CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- "E" DRUG POLICY COMPLIANCE DECLARATION
- "F" FEES AND COSTS

1.03 PARTS INCORPORATED

1.03.1 The above-described sections and exhibits are incorporated into this Agreement.

1.04 CONTROLLING PARTS

1.04.1 If a conflict between the sections or exhibits arises, the sections control over the exhibits.

1.05 **DEFINITIONS**


1.05.1 Certain terms used in this Agreement are defined in Exhibit "A."

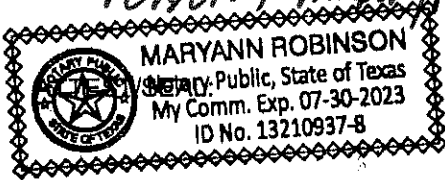
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1.06 **SIGNATURES**


1.06.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly-authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):**


Name: MaryAnn Robinson
Title: Personal Banker, Notary



**CONTRACTOR:
PRIME TREES INC.**

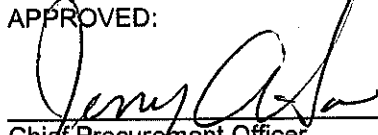
By: 
Name: Lance Bowe
Title: President
Federal Tax ID Number: 76-0525371

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

APPROVED: 

Director, Parks & Recreation Department

APPROVED: 

Chief Procurement Officer

Mayor


COUNTERSIGNED BY:

City Controller

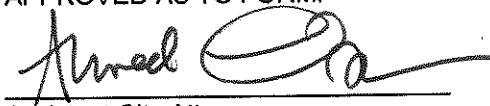
COUNTERSIGNATURE DATE:



This Agreement has been reviewed as to form by the undersigned and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.



Legal Assistant
Date: 8/12/2020

APPROVED AS TO FORM:


Assistant City Attorney
L.D. File No. _____

ARTICLE 2. DUTIES OF CONTRACTOR

2.01 SCOPE OF SERVICES

2.01.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B."

2.02 COORDINATE PERFORMANCE

2.02.1 Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

2.03 TIME EXTENSIONS

2.03.1 If Contractor requests an extension of time to complete its performance, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

2.03.2 If the Director requests an extension of time to complete Contractor's performance, then the CPO may, upon consultation with the Director involved, extend the time so long as the extension does not exceed 90 calendar days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

2.04. REPORTS

2.04.1 Contractor shall submit all reports and progress updates required by the Director or CPO.

2.05 PAYMENT OF SUBCONTRACTORS

2.05.1 In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment by, through or under Contractor in the performance of this Agreement.

2.05.2 **IN ACCORDANCE WITH THE TEXAS PROMPT PAYMENT ACT, CONTRACTOR SHALL MAKE TIMELY PAYMENTS TO ALL PERSONS AND ENTITIES THAT CONTRACTOR HAS HIRED TO SUPPLY LABOR, MATERIALS, OR EQUIPMENT FOR THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS REGARDLESS OF WHETHER THE FAILURE TO PAY IS CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE, (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR**

Legal Dept. Rev. 12-31-2019

LIABILITY OF THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES.

2.05.3 Failure of Contractor to pay its employees as required by law shall constitute a default under this Agreement, for which Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

2.06 RELEASE

2.06.1 **CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.**

2.07 INDEMNIFICATION

2.07.1 **CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

2.07.1.1 **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS 2.07.1.1 THROUGH 2.07.1.3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

2.07.1.2 **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

2.07.1.3 **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

2.07.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.08 SUBCONTRACTOR'S INDEMNITY

2.08.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.09 INDEMNIFICATION PROCEDURES

2.09.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving Party shall give written notice to the other Party within 30 days. The notice must include the following:

2.09.1.1 a description of the indemnification event in reasonable detail;

2.09.1.2 the basis on which indemnification may be due; and

2.09.1.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

2.09.2 Defense of Claims

2.09.2.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2.09.2.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

2.10 **INSURANCE**

2.10.1 **Risks and Limits of Liability.** Contractor shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for: (i) Any Auto; or (ii) All Owned, Hired, and Non-Owned Autos
Professional Liability (if applicable)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

2.10.2 **Insurance Coverage.** At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay: (i) all premiums; and (ii) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

2.10.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never: (i) excuse non-compliance with the terms of this Section; or (ii) waive or estop the City from asserting its rights to terminate this Agreement. The policy

issuer shall: (i) have a Certificate of Authority to transact insurance business in Texas; or (ii) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

2.10.4 Required Coverage. The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Agreement provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Agreement with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

2.10.5 Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

2.10.6 Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

2.11 WARRANTIES

2.11.1 Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

2.11.2 With respect to any parts and goods it furnishes, Contractor warrants:

- 2.11.2.1 that all items are free of defects in title, design, material, and workmanship;
- 2.11.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;
- 2.11.2.3 that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and
- 2.11.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

2.12 **CONFIDENTIALITY**

2.12.1 Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

2.13. **USE OF WORK PRODUCTS**

2.13.1 The City may use all Documents that Contractor prepares or obtains under this Agreement. In addition, Contractor shall provide the Director with supporting schedules, flow charts or other analysis necessary to understand the reported findings and recommendations. Generally, this information is attached as exhibits to the final report; however, if requested by the Director, Contractor shall provide this information from its work paper files.

2.13.2 Contractor warrants that it owns the copyright to the Documents.

2.13.3 Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

2.14 **LICENSES AND PERMITS**

2.14.1 Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for the performance under this Agreement. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against its license.

2.15 **COMPLIANCE WITH LAWS**

2.15.1 Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.

2.16 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE**

2.16.1 Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in in Section 15-17 of the Code of Ordinances.

2.17 **MWBE COMPLIANCE**

2.17.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **11%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.

2.17.2 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

[Name of MWBE subcontractor] shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Office of Business Opportunity Director (the "Director").

[Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform: (i) audits of the books and records of the subcontractor; and (ii) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

Within five Business Days of execution of this subcontract, Contractor and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

Any controversy between the Parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

2.18. **DRUG ABUSE DETECTION AND DETERRENCE**

- 2.18.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 (the "Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
- 2.18.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 2.18.2.1 a copy of its drug-free workplace policy;
 - 2.18.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C", together with a written designation of all safety impact positions; and
 - 2.18.2.3 if applicable (e.g., no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D."
- 2.18.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 2.18.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 2.18.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

2.19 **CONFLICTS OF INTEREST**

- 2.19.1 If an actual or potential conflict arises between the City's interests and the interests of other client(s) Contractor represents, Contractor shall immediately notify the Director in writing. The City Controller shall issue a letter of consent or non-consent to Contractor's representation, potential or otherwise, of the other client(s) within 10 Business Days after receipt of Contractor's notice. If the City Controller issues a non-consent letter, Contractor shall immediately terminate its representation, potential or otherwise, of the other client(s) whose interests are or

may be in conflict with those of the City.

2.20. **PAY OR PLAY**

2.20.1 The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

2.21. **CONTRACTOR'S PERFORMANCE**

2.21.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards

2.22. **ADDITIONS AND DELETIONS**

2.22.1 Additional Products and Services. Subject to the allocation of funds, the CPO may add similar equipment, supplies, services, or locations, within the scope of this Agreement, to the list of equipment, supplies, services, or locations to be performed or provided by giving written notification to Contractor. For purposes of this Section, the "Effective Date" means the date specified in the notification from the CPO. As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date. In the event the additional equipment, supplies, services, or locations are not identical to the items(s) already under this Agreement, the charges therefor will then be Contractor's normal and customary charges or rates for the equipment, supplies, services, or locations classified in the Fees and Costs (Exhibit "F").

2.22.2 Exclusion of Products and Services. If a deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the CPO may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded deliverable or service from the sum(s) otherwise due under this Agreement.

2.22.3 The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

2.22.3.1 The additions are exempt from the competitive bidding or proposal requirements set forth in Tex. Local Govt. Code Chapter 252; or

2.22.3.2 The City acquires the additions from Contractor through a competitive bid or competitive proposal.

2.23. **CHANGES**

2.23.1 At any time during the Agreement Term, the CPO may issue a Change Order to increase or decrease the scope of services or change plans and specifications as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

2.23.2 The CPO will issue the Change Order in substantially the following form:

<u>CHANGE ORDER</u>	
TO:	[Name of Contractor]
FROM:	City of Houston, Texas (the "City")
DATE:	[Date of Notice]
SUBJECT:	Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]
Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:	
[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]	
Signed:	[Signature of CPO]

2.23.3 The CPO may issue more than one Change Order, subject to the following limitations:

2.23.3.1 The City Council expressly authorizes the CPO to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

2.23.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

2.23.3.3 The total of all Change Orders issued under this section may not increase the original contract amount by more than 25%.

2.23.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the

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work. The CPO's decision regarding a time extension is final.

2.23.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

2.23.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

2.24 **ENVIRONMENTAL LAWS**

2.24.1 Contractor shall comply with all rules, regulations, statutes, and orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations (the "Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply with Environmental Laws.

2.24.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Laws. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants, or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

2.25 **ANTI-BOYCOTT OF ISRAEL**

2.25.1 Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2.26 **ZERO-TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

2.26.1 The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

2.27 **PRESERVATION OF CONTRACTING INFORMATION**

2.27.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may
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apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or City policy.

- 2.27.2 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

ARTICLE 3. DUTIES OF CITY

3.01 PAYMENT TERMS

- 3.01.1 Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in Exhibit "B" that are rendered by Contractor based upon monthly invoices showing the number of individual tasks and related services performed at the rates set forth in Exhibit "F." The fees must only be paid from Allocated Funds as provided below.
- 3.01.2 Early Payment Discount. The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from Contractor as follows:

Payment Time - 10 Days: 2% Discount
Payment Time - 20 Days: 1% Discount

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3.01.3 If the City fails to make a payment according to the early payment schedule above but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following Business Day.

3.02 **TAXES**

3.02.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.03 **METHOD OF PAYMENT**

3.03.1 The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director showing the services performed and the attendant fee. The City shall make payment to Contractor within 30 days of the receipt and approval by the City of such invoices. If the City disputes any item in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After any dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

3.04 **LIMIT OF APPROPRIATION**

3.04.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

3.04.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$250,000.00** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

3.04.2.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

3.04.2.2 The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

3.05 ACCESS TO SITE

3.05.1 Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

3.06 ACCESS TO DATA

3.06.1 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

3.06.2 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

3.06.3 For any raw data created, assembled, used, maintained, collected, or stored by Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both Parties at no additional cost to the City.

ARTICLE 4. TERM AND TERMINATION

4.01. AGREEMENT TERM

4.01.1 This Agreement is effective on the Countersignature Date and shall remain in effect for three years, unless sooner terminated under this Agreement (the "Initial Term").

4.02. NOTICE TO PROCEED

4.02.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the CPO or Director.

4.03. RENEWALS

4.03.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive 1-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he or she shall notify Contractor and the CPO of non-renewal at least 30 days before the expiration of the then-current term.

4.04. TERMINATION FOR CONVENIENCE BY CITY

4.04.1 The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

4.04.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

4.04.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

4.05. TERMINATION FOR CAUSE BY CITY

4.05.1 If Contractor defaults under this Agreement, the Director may terminate this Agreement after providing Contractor written notice and an opportunity to cure the

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default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies that exist now or in the future. Default by Contractor occurs if:

- 4.05.1.1 Contractor fails to perform any of its material duties under this Agreement;
 - 4.05.1.2 Contractor becomes insolvent;
 - 4.05.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 4.05.1.4 a receiver or trustee is appointed for Contractor.
- 4.05.2 If a default occurs and the Director determines that the City wishes to terminate the Agreement, then the Director must deliver a written notice to Contractor describing the default and the proposed termination date, with a copy of the notice to the CPO. The date must be at least 30 days after Contractor receives notice. The Director, at his or her sole option, may extend the termination date to a later date. If Contractor cures the default before the proposed termination date, then the proposed termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 4.05.3 To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and promptly cancel all orders or subcontracts chargeable to this Agreement.

4.06 **TERMINATION FOR CAUSE BY CONTRACTOR**

- 4.06.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date

4.07. **REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

- 4.07.1 Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove contractor-owned material and equipment from the City's premises. This City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The

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City reserves the right to deny any extension of time.

ARTICLE 5. MISCELLANEOUS

5.01 INDEPENDENT CONTRACTOR

5.01 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

5.02 FORCE MAJEURE

5.02.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

5.02.2 This relief is not applicable unless the affected Party does the following:

5.02.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

5.02.2.2 provides the other Party with prompt written notice of the cause and its anticipated effect.

5.02.3 The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days.

5.02.4 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5.02.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

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5.03 **SEVERABILITY**

5.03.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

5.04 **ENTIRE AGREEMENT**

5.04.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.05 **WRITTEN AMENDMENT**

5.05.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

5.06 **GOVERNING LAW AND VENUE**

5.06.1 This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

5.07 **NOTICES**

5.07.1 All notices to either Party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

5.08 **CAPTIONS**

5.08.1 Captions contained in this Agreement are for reference only and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

5.09 **NON-WAIVER**

5.09.1 If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

5.09.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

5.10 **INSPECTIONS AND AUDITS**

5.10.1 City representatives may perform or have performed: (i) audits of Contractor's books and records; and (ii) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

5.11 **ENFORCEMENT**

5.11.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

5.12 **AMBIGUITIES**

5.12.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

5.13 **SURVIVAL**

5.13.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, the indemnity provisions.

5.14 **PUBLICITY**

5.14.1 Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

5.15 **PARTIES IN INTEREST**

5.15.1 This Agreement does not bestow any rights upon any third party but binds and benefits the City and Contractor only.

5.16 **SUCCESSORS AND ASSIGNS**

5.16.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent

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of the City.

5.17 **BUSINESS STRUCTURE AND ASSIGNMENTS**

5.17.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the Director and CPO with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

5.17.2 Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

5.18 **REMEDIES CUMULATIVE**

5.18.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive but are cumulative of all rights and remedies that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

5.19 **CONTRACTOR DEBT**

5.19.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE OR SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

EXHIBIT "A"

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" shall be always mandatory and not merely permissive.

"Acceptance" as used in this clause means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

"Additional Services" shall mean other services to repair systems associated with the fuel system tank testing services, not otherwise described in this specification, to bring the equipment to the working conditions agreeable to the Director and Contractor.

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"Authority Having Jurisdiction" shall mean the agency, organization, office, or individual responsible for approving materials, equipment, work, installation, or procedure.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City of Houston Normal Business Hours" shall mean 8:00 a.m. to 5:00 p.m., Monday to Friday, except on days which are considered City Holidays.

"Chief Procurement Officer" (CPO) is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Award Notice" means the official notification substantiated by the 'Notice to Proceed' issued by the Chief Procurement Officer to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor's Facility" shall mean place of business of the Contractor where the Contractor performs repairs of equipment and machinery for other entities, specifically where the Contractor plans to repair City of Houston equipment. The facility shall be clean, free from dirt and dust, to prevent contamination and damage during assembly of any equipment.

"Contractor's Standard Business Hours" shall mean the daily 8-hour period Monday through

Friday, which the contractor has established as their normal business day.

"Correction" as used in this clause, means the elimination of a defect.

"Council Motion or Ordinance" shall mean the Official Document passed by the Governing Body designating award(s) and directing the Chief Procurement Officer to issue the 'Notice to Proceed'.

"Countersignature Date" means the date this Agreement is countersigned by the City Controller.

"Director" means the Director of the Parks & Recreation Department, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Established Contractor/Supplier" is defined as any bidder who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that the bidder can be expected to perform in a satisfactory manner with respect to this contract.

"Governing Body" shall mean the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Inspection" shall mean a visual examination of a crane/hoist equipment, materials, workmanship or portion thereof to verify installation and operational performance.

"Maintenance" shall mean work performed or repairs made to keep equipment operable and in compliance.

"Notice-to-Proceed" means a written communication from the City Chief Procurement Officer to Contractor instructing Contractor to begin performance.

"Parties" shall mean all the entities set out in the Preamble that are bound by this Agreement.

"Start of Contract Period" shall mean the date specified in the 'Notice-to-Proceed' from the Chief Procurement Officer.

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EXHIBIT "B"

SCOPE OF SERVICES

1.0 SERVICES IN GENERAL:

- 1.1 The Contractor shall furnish all labor, tools, safety equipment, supervision, transportation, insurance, and all other ancillary items/services necessary to complete the following project in strict accordance with the provisions of this contract. The work shall be performed at the locations specified in the "work order." The Contractor shall coordinate its performance of the services with the department Director or designee.

2.0 STANDARD OF PERFORMANCE AND EMPLOYEES QUALIFICATIONS:

- 2.1 Contractor's performance shall be in accordance with the highest standard prevailing in the tree removal industry. Contractor shall be required to perform and complete the tree removal work described in this Contract in a thorough, professional, and safe manner. Any item primary, secondary or incidental to the performance of this contract shall be included in this service. Contractor shall employ individuals skilled in their respective trades. Any person the Director may deem incompetent or disorderly shall be promptly removed by the Contractor and not allowed to perform work under this contract.
- 2.2 Contractor shall have a degreed urban forester and/or a certified arborist with at least five years' experience on staff to oversee tree-removal work. **Contractor's field staff shall also attend and complete a Metro Rail authorization class and obtain an authorization badge.** Contractor shall provide all applicable licenses to the City within five working days after receipt of the request from the City stating to do so.

3.0 WORK OBJECTIVES:

Work under this contract has three broad objectives:

- 3.1 To provide for the safety of people and property
3.2 To preserve trees and to maintain them in a healthy and vigorous condition
3.3 To maintain the aesthetics of both, the trees and the environment

4.0 ASSIGNMENT OF WORK:

- 4.1 Contractor shall be notified by the Director or designee, by telephone or e-mail when a "work order" has been prepared. **Work Orders shall commonly be distributed by e-mail. Otherwise, Contractor shall pick up the work order within two (2) working days after receiving a telephone notification.** The work specified in the "work order" shall be completed within 20 Calendar days from the date the Contractor receives the "work order," to include but not be limited to tree removal, stump grinding, sod replacement, backfill of top soil, debris removal, safety controls, sodding and pest control. If there is inclement weather or extenuating circumstances during the work period, the Director or designee may

extend the time period in which the work is to be completed. All extensions shall be in writing and signed by the Director's representative.

- 4.2 **Priority No.1 (Emergency):** 12- to 24-hour response time for jobs that pose a high risk for injury and/or damages are to be completed by the Contractor within 24 hours.
- 4.3 **Priority No. 2 (Normal Operation):** 36 hours to 10-days' response time for jobs that pose a moderate to high risk for injury and/or damages are to be completed by the Contractor within 10 calendar days.
- 4.4 **Priority No. 3 (Moderate):** Jobs that pose a moderate to low risk for injury and/or damages are to be completed by the Contractor within 30 calendar days.

5.0 PERFORMANCE OF WORK:

- 5.1 The Contractor shall fax or e-mail its work locations for a particular day to the Director or designee between 7:00 a.m. and 9:00 a.m. each workday. **The Director or designee may exercise the option to coordinate the Contractor's work schedule for special projects. Contractor shall be given written notice five (5) working days in advance of the project.**
- 5.2 Work hereunder shall be performed on City property, which may include street right-of-way, parks, esplanades, parkways, and other City properties.
- 5.3 Contractor shall not allow any worker to perform work hereunder if there is a reasonable possibility of any limb or debris falling on vehicles or pedestrians. The Contractor shall be held liable for all damage to vehicles and pedestrians caused by falling debris.
- 5.4 All vehicles which may interfere with the work shall be moved by the owner of the vehicle. Contractor shall make all necessary contacts with the vehicle owner in such cases.
- 5.5 All damaged vehicles and injuries to pedestrians shall be reported to the Director's representative within four (4) hours after each incident.
- 5.6 Contractor agrees that upon entering City park property to perform the work it shall adhere to the City Parks and Recreation Department rules, regulations and all other rules and regulations of the City. Contractor shall not place its vehicles on park property except with the prior authorization of the Director's representative.
- 5.7 If a tree to be removed overhangs into residential property, Contractor shall notify the homeowner in writing that a tree is to be removed, and there should be no activity under and immediately around the tree until it is removed. If the homeowner is not home, the Department's designated representative shall be notified by Contractor after three (3) failed attempts to contact that homeowner.
- 5.8 Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each service. All control

devices and installation shall be in conformance with the **City of Houston drawings "Barricade Standard" (T&T #3723), "Typical Urban Construction Sign Standard" (T&T #3729), and part VI of the 1980 Texas Manual of Uniform Traffic Control Devices.** All information in reference to traffic controls and devices can be found at the City of Houston Public Works, Street Cut Permit Section located at 611 Walker, 18th floor, Houston, Texas, 77002. Contact office phone number 832.395.4409, or streetcutops@cityofhouston.net.

- 5.9 No direct compensation shall be made to the Contractor for the work and materials involved in contracting for and maintaining barricades, signs, pavement markings, warning devices and lights or for providing any other incidental items necessary for the proper direction, or of safety and convenience of the traffic during any service.
- 5.10 Contractor shall report any conditions foreseen before commencing work or during the work that shall adversely affect the performance of the work to the Director or designee in writing or by telephone.

6.0 TREE REMOVAL SPECIFICATIONS:

- 6.1 The trees shall be removed will be plainly marked by the Director or designee with a painted "X," using fluorescent orange paint.
- 6.2 In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices (encompassing OSHA regulation), ensuring that any severed portion of the tree is under control at all times.
- 6.3 After all limbs have been removed which might contact utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings. If a tree must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.
- 6.4 If there is danger that trees being felled may fall in the wrong direction or damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity.
- 6.5 Contractor shall take special precautions in roping rotten or split trees because of the danger that such trees may fall in an unexpected direction even though the cut is made on the proper side.
- 6.6 Under no circumstances shall pike poles be used for the purpose of holding or pushing trees during felling operations.
- 6.7 Ropes shall be used to lower all limbs of size sufficient to cause damage to other trees or surrounding public or private property.

- 6.8 Before any trees are felled, workmen (other than those operating the saw or giving directions to the workmen involved) shall move and remain clear of the danger zone. The danger zone is that sector of the felling area in which the tree could fall. The size of the danger zone shall be determined by the job supervisor upon consideration of all pertinent factors relative to the tree removal operation. Ample warning shall always be given before a tree is expected to fall, and the workmen shall stand clear in case the tree springs from the stump while falling. The Contractor shall clear away all brush and other debris or equipment that would hamper free movement when using sharp tools, or when getting clear in case of emergency.
- 6.9 Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created shall be removed from the jobsite within a 24-hour period.
- 6.10 When removing a tree that is split or a tree with twin trunks, chains or cable with adequate strength shall be placed tightly around the tree before commencing the back cut. At least one chain or cable shall be placed above and as close as practical to the back cut to prevent separation of the trunk.
- 6.11 Except as otherwise provided in this contract, stumps of all removed trees shall be lowered to a point no more than two inches (2") above grade. **Stumps shall be grinded (with hole backfilled) within the allotted twenty (20) calendar day service timeframe for tree removals.**
- 6.12 When swelling, bumps, depressions, or branches occur at diameter breast height, diameter breast height measurements shall be taken just above or below the irregularity at a point where it ceases to affect normal stem form. If a tree forks immediately above diameter breast height, it is measured below the swell resulting from the double stem. Stems that fork below diameter breast height shall be considered two separate trees. Diameter breast height for all species with large buttresses or elevated root matting shall be measured just above the pronounced swelling at a point where it ceases to affect normal stem form.
- 6.13 Palm trees and tree trunks are included in a grouping separate from other tree removals. "Tree trunks" for purposes of this grouping shall include trees with little or no remaining crown.
- 6.14 Contractor shall take special precautions in that some tree(s) shall have item(s) in and around them before being cut. Contractor shall have deemed to have included the cost in its bid to the City. Therefore, the City shall not pay the Contractor any additional monies to remove those items.
- 6.15 Contractor shall furnish and ensure that all persons, including subcontractors, employees and supervisors wear uniforms or clothing indicating the company name and/or logo for the staff members name and Contractor company name. The company logo and/or company name shall be worn in a clearly visible area on the employee's person.
- 6.16 Vehicles belonging to Contractor's employees and their subcontractors shall have

identification containing the company's name, phone number, along with the company's insignia so that the operator's identity may be verified. The sign shall be no smaller than 12 inches tall by 12 inches wide and placed on the driver and passenger side doors.

- 6.17 Contractor employees and subcontractors shall be a United States citizen or have a legal work permit. A United States issued resident alien card with photo, passport, or other United States Federal photo documentation is acceptable to present for verification of citizenship or work eligibility. It is the responsibility of the Contractor to immediately inform the City of Houston of any personnel changes.

7.0 GRINDING PROCEDURES:

- 7.1 Contractor shall provide stump-grinding machinery with a cutter head designed to grind stumps approximately six (6) inches below ground level.
- 7.2 The cutter head shall have solid fixed teeth equipped with carbide insert cutters (swinging teeth will not be acceptable). The machine shall have a guard to protect flying debris and be capable of working next to traffic at a distance of five (5) feet.
- 7.3 All loose material (chips and soil) or any mixture created by the grinding process shall be removed by the Contractor before leaving the premises.
- 7.4 Upon completion of this operation, the terrain shall be left in a condition to allow mowers to pass over and safely cut over the previous fallen tree(s) and grinded stump(s) area(s).
- 7.5 Contractor shall be responsible for locating all underground utilities, which may include, but not be limited to electrical, water, gas, cable, irrigation, etc. In the event a utility is interrupted, the Director's designee shall be contacted within two (2) to four (4) hours of incident--verbally and then followed up in writing.
- 7.6 Contractor shall also be responsible for grinding and removing roots up to one (1) inch away from pavement within the right-of-way.
- 7.7 Contractor shall repair any damage to structure(s) sidewalk, curb, underground utilities, and turf or surrounding vegetation at its own cost.
- 7.8 Once the stump has been ground, topsoil shall be placed within the area of excavation. The topsoil shall be fertile, friable, natural and of a sandy loam. Surface soil obtained from excavation or borough operations shall have the following characteristics:
- 7.8.1 PH value of between 5.5 and 6.5
- 7.8.2 Liquid limit of 50 or less
- 7.8.3 Plasticity index of 20 or less
- 7.8.4 Gradation: Maximum of 10% passing the No. 200 sieve

- 7.9 Topsoil shall be free of subsoil, clay lumps, rocks, weeds, non-soil materials, and other litter or contamination. Topsoil shall not contain roots, stumps, or stone. The City forester or designee shall approve topsoil before use.

8.0 TOPSOIL AND SODDING PROCEDURES FOR STUMP GRINDING:

- 8.1 Once topsoil has been placed, Contractor shall restore existing lawn areas disturbed by stump grinding by installing new sod. Sod is defined as blocks, squares, strips of turf grass, and adhering soil used for vegetative planting. Sod shall be placed "edge to edge" for complete coverage. Lawn is defined as ground cover with fine textured grass kept neatly mowed.
- 8.2 Contractor shall sod only when weather and soil conditions are deemed suitable for proper placement.
- 8.2.1 Species: Bermuda (*Cynodon dactylon*) or Buffalo (*Buchloe dactyloides*) or St. Augustine (*Stenotaphrum secundatum*).
- 8.2.2 Contents: 95% permanent grass suitable to climate in which it is to be placed, no weeds and undesirable grasses, good texture, free from obnoxious grasses, roots, stones and foreign materials.
- 8.2.3 Size: 12-inch wide strips, uniformly two (2) inches thick with clean-cut edges.
- 8.2.4 Sod shall be supplied in a healthy condition as evidenced by the grass being a normal green color.
- 8.2.5 Sod shall be replaced according to existing turf grass species.

9.0 PREPARATION, APPLICATION AND CLEAN UP OF TOPSOIL AND SOD:

- 9.1 Contractor shall be responsible for all preparation, application and cleanup of topsoil and sod while meeting the minimum requirements listed below. Contractor shall not start work until conditions are satisfactory. During inclement or impending inclement weather, Contractor shall not begin work until conditions are dry and suitable for topsoil application.
- 9.2 Contractor shall verify that soil placement and compaction have been satisfactorily completed, and verification that soil is within allowable range of moisture content.
- 9.3 That topsoil shall be free of weeds and foreign material immediately before sodding.
- 9.4 Contractor shall rake areas to be sodded smooth, free from unsightly variations, bumps, ridges or depressions.
- 9.5 Contractor shall lay sod with closely fitted joints leaving no voids and with ends of sod strips staggered. Sod shall be laid within 24 hours of harvesting.

- 9.6 Contractor shall tamp and roll sod with approved equipment to eliminate minor irregularities and form close contact with the soil bed immediately after planting and watering. Contractor shall submit in writing the type of tamping and rolling equipment to be used to the City forester for approval, prior to commencing the work.
- 9.7 During the course of planting, Contractor shall remove excess and waste materials, keep lawn areas clean and take precautions to avoid damage to existing structures, plants, grass, and streets.
- 9.8 Contractor shall remove barriers, signs, and other Contractor material and equipment from the project site at the end of each work day.
- 9.9 Contractor shall be responsible for removal and disposal of unused materials from curb(s), pavement and gutter(s), and dispose of the materials in accordance with federal, state and local regulations and laws.
- 9.10 Contractor shall protect topsoil from wind and water erosion until planting is completed.

10.0 GRINDING CODING TO BE USED ON WORK ORDERS:

- 10.1 Grind Stump and Plant Grass = Code 1
- 10.2 Grind Stump and Leave Chips = Code 2
- 10.3 Grind Stump and Remove Chips = Code 3
- 10.4 No Stump Grinding at Address = Code 4

11.0 DISASTER SPECIFICATIONS (EMERGENCY OPERATIONS):

- 11.1 During inclement weather or any other weather-related emergency, Contractor shall not begin the work until notified by the Director's designee. Communication with the Contractor shall be verbal, telephone, 2-way radio, writing, e-mail or by fax.
- 11.2 Should a natural disaster or emergency (including but not limited to a hurricane or tornado) occur within the duration of the contract, Contractor shall be contacted by the Director or designee to assist with emergency clearing of trees, limbs and root balls.
- 11.3 The Director or designee shall notify Contractor by telephone, 2-way radio, e-mail or facsimile of the location of roads, sections of roads or outlying areas for clearing. Contractor shall be responsible for clearing of all locations as notified by the Director or designee. Debris shall be removed from sites by the Contractor and be properly disposed. The Federal Government (FEMA) and through its disaster Proclamation may provide a site for dumping of debris; however, there are no guaranties that FEMA will provide services and/or sites. Contractor shall be responsible for keeping all necessary documentation for disposal as required by

FEMA. (See Scope Section 11.7.)

- 11.4 Inspections shall be made periodically during and following assignments to monitor performance.
- 11.5 All tree removal services shall be in accordance with the procedures referenced in Scope Section 6.0, minus Scope Section except 6.1.
- 11.6 All labor and rental rates by the Contractor shall be reviewed and accepted by the Director or designee before going to the sites and when leaving sites daily. The rates shall be confirmed before invoicing and payment is made.
- 11.7 Contractor shall be required to document emergency work performance through digital photographs. These digital photographs shall be taken before starting removal and after removal has been completed, including all items being removed. Contractor shall provide GPS location coordinates of trees which meet FEMA 325 guidelines within the notified work area. Contractor shall provide this documentation with invoice in order for payment of invoice. FEMA-325 Guidelines can be found at: <http://www.fema.gov/pdf/government/grant/pa/demagde/pdf>
 - 11.7.1 In the event of a declared disaster in which debris removal is eligible for FEMA reimbursement, this contract would be administered in conjunction with the City of Houston Disaster Management Plan and FEMA guidelines administered by the City of Houston's debris manager.
- 11.8 The minimum crew size shall be four (4) persons including one (1) supervisor.

12.0 SITE CLEAN UP:

- 12.1 At the end of each work day, Contractor shall be responsible for cleaning the site and all grounds that it has occupied, to include all rubbish, debris, downed tree limbs, and branches caused by it, and all parts of the work shall be left in a neat, orderly, and presentable condition. Removal of all rubbish and debris generated as a result of the Contractor's work under this contract shall be the responsibility of the Contractor. No debris shall be allowed to remain in or on any roadways at any time.
- 12.2 Once trees are removed, all wood chips, brush, limbs, and logs (unless otherwise specified in this contract) shall be considered the property of the Contractor, who shall then dispose of them in a manner consistent with applicable municipal, state, and federal Laws. No part of any tree shall remain on the sites, and Contractor shall not permit any third party to claim the wood.
- 12.3 In order to reduce the burden on local landfills, all wood debris shall be properly recycled or utilized (i.e., mulch, firewood, saw logs) unless where expressly forbidden by the Director or designee, due to oak-wilt or other disease or pests, etc. Contractor shall be responsible for performing these activities itself or through a third party. Refer to the following USDA Forest Service publications:
http://www.fs.fed.us/na/morgantown/frm/cesa/rmt/rmt_index.html
<http://www.na.fs.fed.us/spfo/pubs/misc/umt/>.

13.0 DAMAGE TO CITY AND CITY PROPERTY:

- 13.1 Damages to trees, shrubbery and other features shall result in an assessment of liquidated damages. The parties hereto recognize and agree that the exact amount of such damages to the City is difficult to ascertain, but the following formula shall render a reasonable pre-estimate of the City's probable loss.
- 13.2 Tree evaluation shall be based on the "Guide for Plant Appraisal 9th Edition, Council of Tree & Landscape Appraisers, 2000." Copies are available through the International Society of Arboriculture, P.O. Box 3129, Champaign, IL 61826-3129, or www.isa-arbor.com.
- 13.3 Damaged turf areas shall be leveled and re-sodded and all horticultural plantings damaged beyond repair shall be replaced. Damage to structures, utilities, signs, light fixtures, landscape furniture, or City property shall be repaired or replaced. It is understood that all damage caused by workmen engaged in work under this contract shall be repaired by the Contractor without delay, at its sole cost and expense. Repair work shall be carried out by skilled workmen acceptable to the Director or designee, and all repair and replacements must be approved by the Director or designee prior to final payment.

14.0 UTILITIES:

- 14.1 Contractor shall be responsible, at its own cost, for any and all work, expense, or special precautions caused or required by the existence, or proximity of utilities encountered in performing the work. All workers working in the vicinity of utility lines will be fully briefed and instructed in safe working procedures appropriate to the voltage of the electrical apparatus on or near the work site. Contractor's site supervisor or supervisors in charge of any group or groups shall be fully aware of the safety procedures to be followed in case of an accident involving utility lines.

15.0 EQUIPMENT:

- 15.1 OSHA shall approve all safety equipment for the purpose for which it is being used. OSHA-approved hard hats shall always be worn at work sites.
- 15.2 No ladder or ladders shall be allowed at the work sites.
- 15.3 Contractor shall provide the Director or designee with one (1) cellular phone/with 2-way communication with 100 minutes per 30 days of free airtime to the City.
- 15.4 Safety ropes tools, severed limbs, equipment and aerial lifts shall be handled in such a way as to ensure they do not come into contact with any utility lines.
- 15.5 Contractor shall inspect any climbing ropes in use on the site, from end to end, before the start of each day's work to ensure that there is no weakening, fraying, stressing, or other damage that constitutes a danger to the climber or its co-workers. Similarly, all other safety equipment shall be checked regularly to ensure that it is in safe working condition. Any equipment defect shall be rectified immediately.

15.6 All aerial lifts shall be insulated, maintained and tested to ensure the safety to employees in the bucket, or at any controls should the lift come into contact with any energized utility line on work sites.

16.0 PEST CONTROL – BEE AND OTHER PEST CONTROL/EXTERMINATION:

16.1 Contractor shall remove, trap and/or exterminate bee(s) and all other flying insects or pests that may interfere with work to be performed. The Director or designee shall be notified verbally by phone (two-way communication), and then in writing of bee or wasp problems before Contractor issues instructions to remove and exterminate the bees and/or wasps.

16.2 The removal and/or extermination shall not pose a potential human health hazard or pose a threat to property or environment.

17.0 LIQUIDATED DAMAGES:

17.1 All services shall be completed within a reasonable time in accordance with Scope Section 4.1. It is understood and agreed that timely performance by the Contractor is essential and that damages to the City for failure of the Contractor to complete the work required on a "set of trees" within the time allotted shall be \$100 per each day delayed (per work order/set of trees) past the designated completion date. The parties hereto recognize and agree that the exact amount of such damages to the City (resulting in such delays) is difficult to ascertain, but that this sum represents a reasonable pre-estimate of the City's probable loss. This amount shall in no event be considered as a penalty, but as liquidated and adjusted damages due the City because of said delay in which the damages to the City shall be deducted and retained from its final payment to the Contractor.

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**SECTION B – PART TWO
SCOPE OF WORK/SPECIFICATIONS
TREE TIMMING AND PRUNING**

18.0 GENERAL:

18.1 Contractor shall furnish all labor, tools, safety equipment, supervision and transportation necessary to provide tree trimming services in accordance with the provisions of this contract. The work shall be performed at the locations specified in the "work order." Contractor shall coordinate its performance of the services with the Department designated representative.

19.0 STANDARD OF PERFORMANCE AND EMPLOYEES QUALIFICATIONS:

19.1 Contractor's performance shall be in accordance with the highest standard prevailing in the industry. Contractor shall be required to perform and complete the tree removal work described in this contract in a thorough, professional, and safe manner. Contractor shall employ individuals skilled in their respective trades. Any person the Director may deem incompetent or disorderly shall be promptly removed by the Contractor and not be allowed to work on a City project.

19.2 Contractor shall have a **degreed forester** or a **certified arborist** with at least 10 years' experience on staff to oversee trimming work. **Contractor's field staff shall also attend and complete a "Metro Rail" authorization class and obtain an authorization badge.** Contractor shall provide all applicable licenses to the City within five working days upon receipt of the request from the City. (See <http://www.isa-arbor.com>.)

20.0 WORK OBJECTIVES:

- 20.1 To provide for the safety of people and property.
- 20.2 To preserve trees and to maintain them in a healthy and vigorous condition.
- 20.3 To maintain the aesthetics of both the trees and the environment.
- 20.4 To promote conservation of tree resources.
- 20.5 To minimize hazards, nuisances, hardscape damage, and maintenance cost with special consideration given in areas of aesthetics and signage visibility.

21.0 ASSIGNMENT OF WORK:

21.1 Contractor shall be notified by the designated representative, either by telephone or e-mail when a "work order" has been issued. Contractor shall pick up the "work order" within two (2) working days upon receiving telephone notification. No work shall be performed without a work order issued by the Director or designated representative. All work performed without a valid work order shall be subject to a non-payment. The work specified in the "work order" shall be completed within 15 calendar days from the date the Contractor receives the "work order." If there is inclement weather or extenuating circumstances during the work period, the City's designated representative may extend the time period in which the work is to be completed. All extensions shall be in writing and be signed by the City's designated representative.

22.0 **PERFORMANCE OF WORK:**

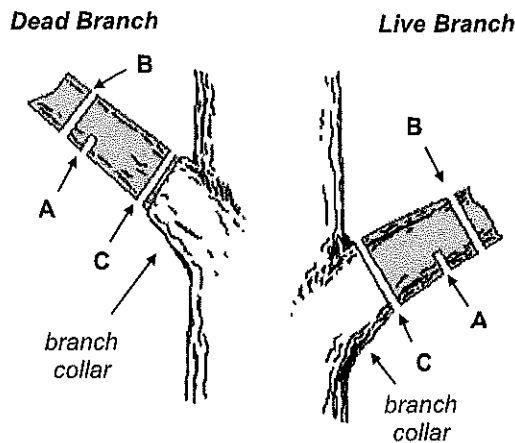
- 22.1 Contractor shall fax or e-mail their work locations to the designated representative between 7:00 a.m. and 9:00 a.m. each workday.
- 22.2 Work hereunder shall be performed on City property, which may include street right-of-way, parks, esplanades, parkways, and other City properties. **Work shall be performed on trees that are situated in whole or in substantial part within the street right-of-way. Work may also extend to private trees or vegetation where such trees or vegetation impede the street right-of-way.**
- 22.3 Contractor shall not allow any worker to perform work if there is a reasonable possibility of any limb or debris may fall on vehicles or pedestrians. Contractor shall be held liable for all damages to vehicles, injury/death and pedestrians caused by falling debris.
- 22.4 All vehicles that may interfere with the work shall be moved by the owner of vehicle. In such cases, Contractor shall make all necessary contacts with the vehicle owner.
- 22.5 All damaged vehicles and injuries to pedestrians shall be reported to the designated representative within four (4) hours after an incident.
- 22.6 Contractor agrees (that upon entering City park property) to perform the work, to adhere to the City Parks and Recreation Department's rules, regulations and all other rules and regulations of the City. Contractor shall not place its vehicles on City park property without prior authorization from the City's designated representative.
- 22.7 If a tree to be removed overhangs into residential property, Contractor shall notify the homeowner in writing that a tree shall be removed, and that there should be no activity under and immediately around the tree until it is removed. If the homeowner is not home, the City's designated representative shall be notified by Contractor after three (3) failed attempts to contact that homeowner.
- 22.8 Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each service. All control devices and installation shall be in conformance with the City of Houston drawings "Barricade Standard" (T&T #3723), "Typical Urban Construction Sign Standard (T&T #3729)," and part VI of the "1980 Texas Manual of Uniform Traffic Control Devices."
- 22.9 No direct compensation shall be made to the Contractor for the work and materials involved in contracting for and maintaining barricades, signs, pavement markings, warning devices and lights, or for providing any other incidental items necessary for the proper direction, safety and convenience of the traffic during any service.
- 22.10 Any deviation or change from the terms of the Scope's subsections 22.5, 22.6, or 22.8 shall be subject to the written approval of the Traffic Engineer. Additionally, if any portion of a major thoroughfare shall need to be blocked off because of work

to be performed, Contractor shall submit a general traffic handling plan to the City's designated representative following the Texas manual on Uniform Traffic Control Devices, and then shall obtain approval of that plan from the Traffic Engineer.

- 22.11 Contractor shall report all foreseen conditions to the City's designated representative (in writing or by telephone) that may adversely affect the performance of the work.
- 22.12 Contractor shall furnish and maintenance all necessary tools and equipment in good working order, and to always provide a safe work environment in compliance with all governing safety organization.

23.0 TRIMMING SPECIFICATIONS:

- 23.1 Trees to be trimmed shall be plainly marked by the designated representative with a painted fluorescent orange dot at the base of the tree facing the street. If all trees within two streets need trimming, orange paint shall not indicate which trees may need to be trimmed. The designated representative shall indicate which trees need to be trimmed using x, y coordinates (latitude, longitude), and those trees that shall not be identified with the use of paint. **Where private trees impede the right-of-way, the street curb where the tree resides shall be marked with a painted florescent orange dot.**
- 23.2 Target Pruning Method: Remove a branch without leaving a stub or cutting too flush to the tree. Make the first cut part way through the branch at "A." Then remove the branch off "B." Finally, remove the stub at "C" without harming the trunk of the tree.



- 23.3 Trim all trees so the natural form and shape of the tree is maintained, as practical.
- 23.4 Trim all dead, dying, diseased, decayed and weak branches and stubs two (2) inches in diameter or greater.
- 23.5 Trim to reduce or eliminate crossing and/or rubbing branches greater than two (2) inches in diameter.

- 23.6 Trim branches **extending over the street to a height of 15 feet** and balance the tree evenly.
- 23.7 Trim **branches extending over a roof, structure, sidewalk or trail to a height of eight feet (8')**, then balance the tree evenly.
- 23.8 Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- 23.9 Should oak wilt appear in any region before this contract expires, cuts made on oaks shall be treated with pruning paint to lessen the possible introduction of oak wilt. Until then, no pruning paint shall be required.
- 23.10 No person working in trees shall use shoes with spikes or any other footwear which shall injure the tree while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- 23.11 Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- 23.12 Tie off all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks and other private property.
- 23.13 Final tree pruning cuts shall be made outside of the Branch Bark Ridge and outside of the Branch Collar. Flush cuts shall not be made.
- 23.14 Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
- 23.15 Limb removal shall be made by using at least three cuts.
- 23.16 Prune dead fronds from palm trees.
- 23.17 All work performed shall be in strict accordance with ANSI Z 133.1, 300 "Pruning, Trimming, Repairing, Maintenance and Removing Trees and Cutting Brush-Safety Requirements," with special emphasis given to the requirements that only qualified line-clearance tree trimmers be assigned to work where a potential electrical hazard exists. (Refer to <http://webstore.ansi.org>.)

24.0 SITE CLEAN UP:

- 24.1 At the end of each work day, Contractor shall be responsible for cleaning the site and all grounds that it occupied, to include all rubbish, debris, downed tree limbs, and branches caused by it. All parts of work shall be left in a neat, orderly, and presentable condition. The removal of all rubbish and debris generated as a result of the Contractor's work under this contract shall be the responsibility of the Contractor. No debris shall be allowed to remain in or on any roadways at any time.

- 24.2 Once trees are trimmed, all wood chips, brush, limbs, and logs, unless otherwise specified in this contract, shall be considered the property of the Contractor, who shall dispose of them in a manner consistent with applicable municipal, state, and federal Laws. No part of any tree shall remain on the site, and the Contractor shall not permit any third party to claim the wood.
- 24.3 In all industrial, residential, commercial, park, and similarly maintained areas, all grass, gravel and garden areas shall be left "fan-rake-clean." All driveways, walkways, roads, curbs, patios, and other asphalt, concrete, stone and similar surfaces shall be "broom-cleaned" when the site is vacated at the end of each shift, and at the end of each day.
- 24.4 Once work is complete and ready for inspection, the Contractor shall notify the designated representative. The designated representative shall make the necessary inspection. When determined that the work has been properly performed and completed in accordance with all terms of this contract, the work shall be accepted, and invoice approved.
- 24.5 The designated representative shall have the right to perform (or have performed) inspections of all places where work is undertaken in connection with this contract.

25.0 DAMAGE TO CITY PROPERTY:

- 25.1 Contractor shall keep a competent supervisor on the worksite at all times. The supervisor shall represent the Contractor in his absence, and all directions given by the supervisor shall be binding, as if given by and to the Contractor. Contractor shall properly protect public and private property including, but not limited to streets, curbs, sidewalks, driveways, houses, trees, shrubbery, lawns, retaining walls, fences, gates and utilities. Any damage to such property by the Contractor's employees or equipment shall be repaired and restored to its original condition by the Contractor. Contractor shall pay any and all such costs, which may be required in the repairing or replacing any item that is damaged.
- 25.2 Contractor shall immediately report to the City's designated representative any damage to furnishings or property caused by Contractor's personnel or subcontractors while performing services pursuant to the contract.
- 25.3 Should a motor vehicle hinder work operations, Contractor shall be responsible for contacting the owner of the vehicle to have that party move it. Contractor shall take all necessary precautions for the safety of its employees and public and shall provide and adequately maintain all necessary safeguards as required by the conditions and progress of the work. Contractor shall comply with all applicable provisions of federal, state and local safety laws and codes to prevent accident or injury to people or property. Contractor shall place traffic cones or barricades on or near the work site, where needed or directed.
- 25.4 The City's designated representative shall have underground utilities located. When subsurface utilities are encountered, Contractor shall immediately notify the responsible utility agency or company, and the City's designated representative.

Contractor (at its expense) shall restore to original condition all instructions, facilities, and other property damaged by his work.

- 25.5 Damages to trees, shrubbery and other features shall result in an assessment of liquidated damage. The parties hereto recognize and agree that the exact amount of such damages to the City is difficult to ascertain, but the following formula shall render a reasonable pre-estimate of the City's probable loss.
- 25.6 Tree valuation shall be based on the "Guide for Plant Appraisal 9th Edition, Council of Tree & Landscape Appraisers, 2000. Copies are available through the International Society of Arboriculture, P.O. Box 3129, Champaign, IL 61826-3129, or at "www.isa-arbor.com."
- 25.7 Damaged turf areas shall be leveled, re-sodded, and all horticultural plantings damaged beyond repair shall be replaced. Damage to structures, utilities, signs, light fixtures, landscape furniture or any other City property shall be repaired or replaced. It is understood that all damage caused by workmen engaged in work under this contract shall be repaired by the Contractor, without delay and at its sole expense. Repair work shall be carried out by skilled workmen acceptable to the designated representative, and all repair and replacements shall be approved by the designated representative prior to final payment.

26.0 EQUIPMENT:

- 26.1 OSHA shall approve all safety equipment for the purpose for which it is being used. OSHA-approved hard hats shall always be worn at all work sites.
- 26.2 No ladder or ladders shall be allowed at the work site.
- 26.3 One (1) cellular phone with 2-way communication, and 100 minutes per 30 days of free airtime shall be provided within 30 days after the award of contract.
- 26.4 All safety equipment including but not limited to ropes, tools, pruned debris, equipment and aerial lifts shall be handled in such a way as to ensure they do not come into contact with any utility lines.
- 26.5 Contractor shall inspect any climbing ropes in use on the site, from end to end, before the start of each day's work. This is to ensure that there is no weakening, fraying, stressing, or other damage that constitutes a danger to the climber or its co-workers. Similarly, all other safety equipment shall be checked regularly to ensure that it is in safe working condition. Any equipment defect shall be rectified immediately.
- 26.6 All aerial lifts shall be insulated, maintained and tested to ensure the safety. Air Lift Safety should be provided to all employees in the bucket and/or at any controls concerning the lift coming into contact with any energized utility line on worksites.

26.0 UNIFORMS:

- 26.1 Contractor employees along with employees of their subcontractors shall wear a

distinctive uniform and identification card bearing a recent color photograph of the employee. Contractor shall provide such uniforms and identification cards.

26.2 All uniforms shall be the same and contain the name of the Contractor and the employee.

26.3 Uniforms worn by the Contractor's employees shall be different (in both design and color) from those worn by City employees. Uniforms shall be subject to approval by the City of Houston prior to the start of the contract.

27.0 VEHICLES:

27.1 Contractor shall furnish vehicles needed for the transportation of personnel and materials used in the performance of the contract. All vehicles operated in support of the contract, including Contractor employee's privately-owned vehicles or subcontractor vehicles shall be properly registered, insured, licensed, and safety-inspected in accordance with all applicable federal, state, and local City requirements.

27.2 Contractor's vehicles operating in support of the contract, including subcontractor vehicles shall be well marked and identified with company insignia and/or name. All vehicles shall designate property of the Contractor.

28.0 SCHEDULE AND TIME COMPLETION:

28.1 The City's designated representative shall establish a reasonable date for the commencement of each work order. A City-designated representative shall also establish an allowable period of time for the completion of work associated with each assignment. Contractor shall be required to complete all work, including final restoration and cleanup, within the stipulated time period. It is expressly understood and agreed by and between the Contractor and the City's designated representative that the work order time periods shall be reasonable, taking into consideration the climate conditions and other factors prevailing in the locality of the work.

28.2 "Normal Business Hours" represents the hours between 7:00 a.m. and 4:00 p.m., Monday through Friday and not inclusive of City Holidays. No Saturday or Sunday work shall be permitted unless authorized by the designated representative. Any change in the work week shall be of mutual agreement in writing between the Contractor and designated representative.

29.0 MINIMUM RESOURCE REQUIREMENTS:

29.1 The City shall require acceptable evidence that the prospective Contractor has the necessary and sufficient resources to successfully perform the work stated within the scope of work. Proof of acceptable evidence shall be presented at the determined site visit by Houston Park's designated representative(s).

29.2 Chipper Dumps:

- 29.2.1 Minimum 10 cubic yard capacity
- 29.2.2 Minimum of 4 trucks in operation (1 per crew)

29.3 Chippers:

- 29.3.1 Brush Bandit 280XP or equivalent
- 29.3.2 Minimum of 4 chippers in operation (1 per crew)

29.4 Aerial-lift:

- 29.4.1 Minimum of 2 aerial-lift bucket trucks
- 29.4.2 Minimum of 50' boom

29.5 Chainsaws/Power Pole Saws:

- 29.5.1 One (1) large saw per work crew (minimum 36" bar)
- 29.5.2 Two (2) medium saws per crew (minimum 20" bar)
- 29.5.3 Two (2) power pole saws per work crew

29.6 Work Crews:

- 29.6.1 Minimum of 3 people per crew
- 29.6.2 Minimum of 4 crews working at all times

29.7 Green Waste/Rubbish Yard:

- 29.7.1 Minimum acre for debris shall be 5 acres – storage and recycling area (not including offices and equipment)
- 29.7.2 Meets all EPA, TECQ and City requirements

30.0 PEST CONTROL – BEE AND WASP SWARM CONTROL/EXTERMINATION:

- 30.1 Contractor shall remove, trap and/or exterminate all flying, crawling and swarming insects that interfere with work to be performed. All birds, bats, raccoons, cats, dogs, snakes and related nuisance animals that interfere with work performed shall be trapped and removed in a humane way from City premises.
- 30.2 The removal and/or extermination of pest shall not pose a potential human health hazard or threat to property or the environment.

31.0 LIQUIDATED DAMAGES - TIME AND TERM OF PERFORMANCE:

- 31.1 All services shall be completed within a reasonable time in accordance with Scope Section 4.1. It is understood and agreed that timely performance by the Contractor is essential, and that damages to the City for failure of the Contractor to complete the work required for trees within the time allotted shall be \$100.00 per un-trimmed tree per day for delays past the designated completion date (Saturdays and Sundays excluded). The parties hereto recognize and agree that the exact amount

of such damages to the City, as a result of such delay, is difficult to ascertain but that this sum represents a reasonable pre-estimate of the City's probable loss. This amount shall in no event be considered a penalty, but as liquidated and adjusted damages due the City because of delays—such damages the City shall deduct and retain from its final payment to the Contractor.

- 31.2 Tree Value Formula: Cross Sectional Area (x) Basic Value \$38.00 square inch (x) Condition Class (x) Location Class (x) Species Class. This amount shall in no event be considered a penalty, but as liquidated and adjusted damages due the City, where such damages to the City shall be deducted and retained from its final payment to the Contractor, on a per-work-order issued basis. On partially damaged trees, liquidated damages shall equal a percentage of the above figure based on the percentage of the circumference of the stem that is damaged, through the bark to the sapwood. Added to this shall be damage performed to the tips and crowns of trees. All damaged or destroyed trees shall remain property of the City.

32.0 PAYMENT AND COMPENSATION:

- 32.1 Contractor shall be paid in accordance with the Contract Fee (Exhibit F).

33.0 INVOICING:

- 33.1 Contractor shall submit invoices monthly and by the 10th calendar day of the month, of all invoices from the previous month. Contractor shall submit one original invoice to Accounts Payable and one copy to the **City forester and/or his/her designee(s)**. All invoices shall be original invoices on the Contractor's company stationery with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract period(s). Each invoice shall detail the following information:

- 33.1.1 City contract number and ordinance number
Copy of work order
Ordering Department and facility name and address where services were performed
Date(s) and time(s) services performed, and
Total invoice cost

- 33.2 All unit prices for labor and parts shall be listed and easily identified against the quoted contract pricing, per Exhibit F.

- 33.3 Contractor shall mail invoices to:

City of Houston Parks & Recreation Department
Attn: Accounts Payable
2999 S. Wayside
Houston, Texas 77023
832-395-7000

(and)

Submit copy of invoice to:

City of Houston Parks & Recreation Department
Urban Forestry Division
12025 Sowden Rd.
Houston, TX 77055

33.4 Contact Project Manager –

Jeremy Burkes
Urban Forestry
12025 Sowden Rd.
Houston, Texas 77055
832-395-8456 (office)
832-541-1353 (cell)

33.5 ***Contractor shall provide photo verification of all tree removals. Photos shall include a “before” picture of standing trees to be removed (with paint markings), and “after” photo from the same vantage point where the trees and stumps are completely removed, holes backfilled, and all generated debris removed from working sites. Photos shall be a minimum 4”x6” and shall contain the associating work order number. Digital photo files are accepted. Contactor shall also provide GPS location tracking for each tree removed and labeled accordingly on the digital photo.***

33.6 Any payment due to the Contractor for work completed under this contract shall be withheld until all property damage has been completely restored or proper arrangements have been made to accomplish the satisfaction from the Director or his/her designee.

34.0 ESTIMATED QUANTITIES NOT GUARANTEED:

34.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good-faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual Agreements/obligations the Contractor enters in to and based on the City purchasing all the quantities specified herein.

35.0 INTERLOCAL AGREEMENT:

35.1 Under the same terms and conditions hereunder, the contract may be expanded to other government entities through inter-local Agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts shall be drawn to reflect the needs of each participating entity.

36.0 WARRANTY OF SERVICES:

- 36.1 "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approves specific services, as partial or complete performance of the contract.
- 36.2 "Correction" as used in this clause, means the elimination of a defect.
- 36.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-confirming services at no additional cost to the City; or (2) that the City does not require correction or re-performance.
- 36.4 If Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City, thereby, or make an equitable adjustment in the contract price.
- 36.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

37.0 SITE VISIT:

- 37.1. When deemed necessary an inspection may be made by the Parks & Recreation Department to determine whether the Contractor has a facility at the physical location as listed in their Bid submission.

38.0 PRE-PERFORMANCE CONFERENCE:

- 38.1 Prior to commencing performance under the contract, Contractor shall attend a Pre-Performance Conference with the representatives of each participating City Department. The Department representatives shall specify the time and place of such meeting in a written notice to Contractor. Representatives of Contractor attending the Pre-Performance Conference shall include the Contractor's supervisors and their subcontractors. Items to be addressed at this Conference include, but are not limited to:

- 38.1.1 Work scheduling

- 38.1.2 Channels of communication

- 38.1.3 Additional Services and Invoicing

- 38.1.4 Logistical management of Contractor furnished equipment, bins, and other materials

38.1.5 Implementation of additional procedures to ensure contract is performed in accordance with its terms.

39.0 CONTRACT COMPLIANCE:

39.1 The City reserves the right to monitor this contract to ensure that the Contractor is providing the goods or services required in strict accordance contract specifications, as well as complying with the contract terms and conditions. Monitoring may take the form of, but not be limited to:

- 39.1.1 Inspection, testing, and/or sampling of goods delivered or to be delivered,
- 39.1.2 Review of deliveries received for accuracy and timeliness,
- 39.1.3 Review of Contractor's invoices for accuracy, and
- 39.1.4 Review of certifications and/or licenses.

39.2 The Contract Compliance Section of the applicable Department shall be responsible for contract compliance on this contract.

40.0 SILENCE OF SPECIFICATIONS:

40.1 The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be defined as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

41.0 MINIMUM WAGE:

41.1 The Contractor and subcontractor employees shall receive the following minimum rates of pay during the term of this Agreement:

Dates	Minimum Hourly Rate
Year 1	\$11.22
Year 2	\$12.00
Year 3	\$12.36
Year 4	\$12.73
Year 5	\$13.11

42.0 PAY PERIODS

42.1 Employees shall be paid at their job location no less often than every two (2) weeks or twice a month, at the Contractor's option. For Contractor(s) electing twice-monthly payments, the pay date shall be the last workday before each designated pay date, if that date falls on a holiday or weekend.

43.0 MINIMUM WAGE INCREASE

- 43.1 During the life of this Agreement, should any law be enacted that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Contractor agrees that all employees covered by this Agreement shall receive a minimum pay rate that is \$.50 cents per hour higher than the legal minimum wage. The Contractor shall begin paying this increase within 45 days of the effective date of such law.

- 43.2 If during the term of this Agreement, the legal minimum wage and/or approved local union wage rate applicable to this Agreement is increased, the Contractor shall submit a written request(s) to the Director and/or designee for increase of employee hourly rates for consideration, provided such request is accompanied by applicable documentation. If the Director and/or designee approves the request, the City will pay the Contractor the increased agreement rates to cover the Contractor's overhead costs and other costs for providing actual increases in employee hourly rates, as determined by the Director, and/or designee.

44.0 WAGE, THEFT, AND PREVENTION:

- 44.1 The Contractor and its subcontractor(s) shall comply with all federal, state and local wage and hour laws, including the City's Wage Theft Ordinance as set out in Chapter 15, Article IV of the City of Houston Code of Ordinances.

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EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

I, Richard Lance Bowe, President
(Name) (Title)

as an owner or officer of PRIME TREES INC (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

6/30/2020
Date

Prime Trees Inc.
Contractor Name
[Signature]
Signature
President
Title

EXHIBIT "D"

CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, Richard Lance Bowe, _____ President _____,
(Name) (Title)

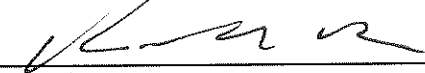
as an owner or officer of PRIMETREES INC. _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing Tree Removal, Trimming and Pruning _____.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

6/30/2020
(Date)

Richard Lance Bowe
(Typed or Printed Name)


(Signature)

President
(Title)

EXHIBIT "E"

DRUG POLICY COMPLIANCE DECLARATION

I, Richard Lance Bowe President as an owner or officer of Prime Trees Inc (Contractor) (Name of Company), have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from 10-1-2019 to 3-1-2020.

[Signature]
Initials
A written Drug Free Workplace Policy has been implemented and employees notified. The Policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

[Signature]
Initials
Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

[Signature]
Initials
Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

[Signature]
Initials
Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is ____.

[Signature]
Initials
From ____ [Start date] to ____ [End date] the following test has occurred:

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	<u>8</u>	<u>0</u>	<u>0</u>	<u>8</u>
Number Employees Positive	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Percent Employees Positive	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

[Signature]
Initials
Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

[Signature]
Initials
I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

6/30/2020
(Date)

Richard Lance Bowe
(Typed or Printed Name)
[Signature]
(Signature)
President
(Title)

EXHIBIT "F"

FEES AND COSTS

Item No.	Description	Qty	U/M	Unit Price
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Year-1 (Group One) Trees to be Removed Based on Diameter in Inches.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$75.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$135.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$200.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$280.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$295.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$330.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$295.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$350.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$625.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00

Year-1 (Group Two) Stump Grinding to be Removed by Diameter in Inches and Stump Debris Left Onsite.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$55.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$60.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$70.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$85.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00

Item No.	Description	Qty	U/M	Unit Price
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$75.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00

Year-1 (Group Three) Tree Removal by Diameter in Inches for Disaster Emergency Services.				
1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$100.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$150.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$175.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$195.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$205.00

Item No.	Description	Qty	U/M	Unit Price
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$225.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$250.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$275.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00

Year-1 (Group Four) Alternate No. 1 for Stump Grinding Removal by Diameter in Inches, and Stump Debris Removed from Sites.				
1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$90.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$100.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00

Year-1 (Group Five) Alternate No. 2 Stump Grinding Removal by Diameter in Inches, and Stump Debris Removal, Backfill, Sod, & Clean-up from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00

Item No.	Description	Qty	U/M	Unit Price
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00

Year-1 (Group Six) Trimming and Pruning Services.				
1	PRIORITY NO. 1 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
2	PRIORITY NO. 2 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
3	PRIORITY NO. 3 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
4	PRIORITY NO. 1 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
5	PRIORITY NO. 2 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
6	PRIORITY NO. 3 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
7	PRIORITY NO. 1 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
9	PRIORITY NO. 3 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
10	PRIORITY NO. 1 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
11	PRIORITY NO. 2 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
12	PRIORITY NO. 3 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
15	PRIORITY NO. 3 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
17	PRIORITY NO. 2 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
18	PRIORITY NO. 3 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
19	PRIORITY NO. 1 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
20	PRIORITY NO. 2 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
21	PRIORITY NO. 3 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
22	PRIORITY NO. 1 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
23	PRIORITY NO. 2 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
24	PRIORITY NO. 3 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
25	PRIORITY NO. 1 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
26	PRIORITY NO. 2 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
27	PRIORITY NO. 3 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
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Year-2 (Group One) Trees to be Removed Based on Diameter In Inches.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$75.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$135.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$200.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$280.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$295.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$330.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$350.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$625.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00

Year-2 (Group Two) Stump Grinding to be Removed by Diameter In Inches and Stump Debris Left Onsite.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$55.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$60.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$70.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$85.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00

Item No.	Description	Qty	U/M	Unit Price
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$75.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00

Year-2 (Group Three) Tree Removal by Diameter in Inches for Disaster Emergency Services.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$100.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$150.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$175.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$195.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$205.00

Item No.	Description	Qty	U/M	Unit Price
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$225.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$250.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$275.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00

Year-2 (Group Four) Alternate No. 1 for Stump Grinding Removal by Diameter in Inches, and Stump Debris Removed from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$90.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$100.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00

Year-2 (Group Five) Alternate No. 2 Stump Grinding Removal by Diameter in Inches, and Stump Debris Removal, Backfill, Sod, & Clean-up from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category: 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category: 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category: 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00

Item No.	Description	Qty	U/M	Unit Price
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00

Year-2 (Group Six) Trimming and Pruning Services.

1	PRIORITY NO. 1 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
2	PRIORITY NO. 2 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
3	PRIORITY NO. 3 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
4	PRIORITY NO. 1 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
5	PRIORITY NO. 2 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
6	PRIORITY NO. 3 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
7	PRIORITY NO. 1 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
9	PRIORITY NO. 3 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
10	PRIORITY NO. 1 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
11	PRIORITY NO. 2 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
12	PRIORITY NO. 3 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
15	PRIORITY NO. 3 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
17	PRIORITY NO. 2 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
18	PRIORITY NO. 3 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
19	PRIORITY NO. 1 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
20	PRIORITY NO. 2 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
21	PRIORITY NO. 3 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
22	PRIORITY NO. 1 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
23	PRIORITY NO. 2 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
24	PRIORITY NO. 3 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
25	PRIORITY NO. 1 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
26	PRIORITY NO. 2 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
27	PRIORITY NO. 3 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
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Year-3 (Group One) Trees to be Removed Based on Diameter in Inches.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$75.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$135.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$200.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$280.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$295.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$330.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$350.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$625.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00

Year-3 (Group Two) Stump Grinding to be Removed by Diameter in Inches and Stump Debris Left Onsite.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$55.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$60.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$70.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$85.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00

Item No.	Description	Qty	U/M	Unit Price
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$75.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00

Year-3 (Group Three) Tree Removal by Diameter in Inches for Disaster Emergency Services.				
1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$100.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$150.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$175.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$195.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$205.00

Item No.	Description	Qty	U/M	Unit Price
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$225.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$250.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$275.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00

Year-3 (Group Four) Alternate No. 1 for Stump Grinding Removal by Diameter in Inches, and Stump Debris Removed from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$90.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$100.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00

Year-3 (Group Five) Alternate No. 2 Stump Grinding Removal by Diameter in Inches, and Stump Debris Removal, Backfill, Sod, & Clean-up from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00

Item No.	Description	Qty	U/M	Unit Price
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00

Year-3 (Group Six) Trimming and Pruning Services.

1	PRIORITY NO. 1 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
2	PRIORITY NO. 2 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
3	PRIORITY NO. 3 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
4	PRIORITY NO. 1 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
5	PRIORITY NO. 2 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
6	PRIORITY NO. 3 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
7	PRIORITY NO. 1 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
9	PRIORITY NO. 3 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
10	PRIORITY NO. 1 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
11	PRIORITY NO. 2 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
12	PRIORITY NO. 3 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
15	PRIORITY NO. 3 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter Breast Height: 30.0' to 34.9" - Category 30	1	EA	\$85.00
17	PRIORITY NO. 2 - Diameter Breast Height: 30.0' to 34.9" - Category 30	1	EA	\$85.00
18	PRIORITY NO. 3 - Diameter Breast Height: 30.0' to 34.9" - Category 30	1	EA	\$85.00
19	PRIORITY NO. 1 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
20	PRIORITY NO. 2 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
21	PRIORITY NO. 3 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
22	PRIORITY NO. 1 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
23	PRIORITY NO. 2 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
24	PRIORITY NO. 3 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
25	PRIORITY NO. 1 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
26	PRIORITY NO. 2 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
27	PRIORITY NO. 3 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
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Year-4 (Group One) Trees to be Removed Based on Diameter in Inches.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$75.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$135.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$200.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$280.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$295.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$330.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$350.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$625.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00

Year-4 (Group Two) Stump Grinding to be Removed by Diameter in Inches and Stump Debris Left Onsite.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$55.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$60.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$70.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$85.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00

Item No.	Description	Qty	U/M	Unit Price
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site.	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site.	1	EA	\$75.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site.	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00

Year-4 (Group Three) Tree Removal by Diameter in Inches for Disaster Emergency Services.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$100.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$150.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$175.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$195.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$205.00

Item No.	Description	Qty	U/M	Unit Price
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$225.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$250.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$275.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00

Year-4 (Group Four) Alternate No. 1 for Stump Grinding Removal by Diameter in Inches, and Stump Debris Removed from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$90.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$100.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00

Year-4 (Group Five) Alternate No. 2 Stump Grinding Removal by Diameter in Inches, and Stump Debris Removal, Backfill, Sod, & Clean-up from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$75.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00

Item No.	Description	Qty	U/M	Unit Price
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$85.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00

Year-4 (Group Six) Trimming and Pruning Services.

1	PRIORITY NO. 1 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
2	PRIORITY NO. 2 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
3	PRIORITY NO. 3 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
4	PRIORITY NO. 1 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
5	PRIORITY NO. 2 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
6	PRIORITY NO. 3 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
7	PRIORITY NO. 1 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
9	PRIORITY NO. 3 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
10	PRIORITY NO. 1 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
11	PRIORITY NO. 2 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
12	PRIORITY NO. 3 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
15	PRIORITY NO. 3 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
17	PRIORITY NO. 2 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
18	PRIORITY NO. 3 - Diameter Breast Height: 30.0' to 34.9" - Category 3 0	1	EA	\$85.00
19	PRIORITY NO. 1 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
20	PRIORITY NO. 2 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
21	PRIORITY NO. 3 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
22	PRIORITY NO. 1 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
23	PRIORITY NO. 2 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
24	PRIORITY NO. 3 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
25	PRIORITY NO. 1 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
26	PRIORITY NO. 2 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
27	PRIORITY NO. 3 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
Year-5 (Group One) Trees to be Removed Based on Diameter in Inches.				
1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$75.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal	1	EA	\$70.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$135.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal.	1	EA	\$130.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$200.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal.	1	EA	\$195.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$280.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal.	1	EA	\$275.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$295.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal.	1	EA	\$290.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$330.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal.	1	EA	\$325.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$350.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal.	1	EA	\$345.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$625.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal.	1	EA	\$620.00

Year-5 (Group Two) Stump Grinding to be Removed by Diameter in Inches and Stump Debris Left Onsite.				
1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$55.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris left on-site	1	EA	\$50.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$60.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris left on-site.	1	EA	\$55.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$65.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris left on-site.	1	EA	\$70.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$85.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00

Item No.	Description	Qty	U/M	Unit Price
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris left on-site.	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$75.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris left on-site	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris left on site.	1	EA	\$100.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris left on-site.	1	EA	\$110.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris left on-site.	1	EA	\$120.00

Year-5 (Group Three) Tree Removal by Diameter in Inches for Disaster Emergency Services.				
1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$100.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, tree removal, for disaster emergency services.	1	EA	\$10.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$150.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, tree removal, for disaster emergency services.	1	EA	\$15.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$175.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, tree removal for disaster emergency services.	1	EA	\$20.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$195.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, tree removal, for disaster emergency services.	1	EA	\$25.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$205.00

Item No.	Description	Qty	U/M	Unit Price
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, tree removal, for disaster emergency services..	1	EA	\$30.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$225.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, tree removal, for disaster emergency services.	1	EA	\$35.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$250.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, tree removal, for disaster emergency services.	1	EA	\$40.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$275.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, tree removal, for disaster emergency services.	1	EA	\$50.00

Year-5 (Group Four) Alternate No. 1 for Stump Grinding Removal by Diameter in Inches, and Stump Debris Removed from Sites.

1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed from site.	1	EA	\$55.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed from site.	1	EA	\$60.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed from site.	1	EA	\$75.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$90.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed from site.	1	EA	\$85.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$100.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed from site.	1	EA	\$95.00

Item No.	Description	Qty	U/M	Unit Price
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed from site.	1	EA	\$125.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed from site.	1	EA	\$135.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed from site.	1	EA	\$145.00

Year-5 (Group Five) Alternate No. 2 Stump Grinding Removal by Diameter in Inches, and Stump Debris Removal, Backfill, Sod, & Clean-up from Sites.				
1	PRIORITY NO. 1 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
2	PRIORITY NO. 2 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
3	PRIORITY NO. 3 - Diameter breast height: 10.0" to 14.9" category: 10, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$60.00
4	PRIORITY NO. 1 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
5	PRIORITY NO. 2 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
6	PRIORITY NO. 3 - Diameter breast height: 15.0" to 19.9" category: 15, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$65.00
7	PRIORITY NO. 1 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
8	PRIORITY NO. 2 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
9	PRIORITY NO. 3 - Diameter breast height: 20.0" to 24.9" category 20, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$79.00
10	PRIORITY NO. 1 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
11	PRIORITY NO. 2 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
12	PRIORITY NO. 3 - Diameter breast height: 25.0" to 29.9" category: 25, stump grinding, with debris removed, backfill, sod, clean-up from site.	1	EA	\$89.00
13	PRIORITY NO. 1 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
14	PRIORITY NO. 2 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
15	PRIORITY NO. 3 - Diameter breast height: 30.0" to 34.9" category: 30, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$95.00
16	PRIORITY NO. 1 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
17	PRIORITY NO. 2 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$65.00

Item No.	Description	Qty	U/M	Unit Price
18	PRIORITY NO. 3 - Diameter breast height: 35.0" to 39.9" category: 35, stump grinding, with debris removed, backfill from site.	1	EA	\$130.00
19	PRIORITY NO. 1 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
20	PRIORITY NO. 2 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$75.00
21	PRIORITY NO. 3 - Diameter breast height: 40.0" to 44.9" category: 40, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$140.00
22	PRIORITY NO. 1 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00
23	PRIORITY NO. 2 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$80.00
24	PRIORITY NO. 3 - Diameter breast height: 45.0" or greater category: 45, stump grinding, with debris removed, backfill, sod and clean-up from site.	1	EA	\$150.00

Year-5 (Group Six) Trimming and Pruning Services.				
1	PRIORITY NO. 1 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
2	PRIORITY NO. 2 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
3	PRIORITY NO. 3 - Diameter Breast Height: 00' to 9.9" - Category 00	1	EA	\$45.00
4	PRIORITY NO. 1 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
5	PRIORITY NO. 2 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
6	PRIORITY NO. 3 - Diameter Breast Height: 10.0' to 14.9" - Category 10	1	EA	\$80.00
7	PRIORITY NO. 1 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
8	PRIORITY NO. 2 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
9	PRIORITY NO. 3 - Diameter Breast Height: 15.0' to 19.9" - Category 15	1	EA	\$80.00
10	PRIORITY NO. 1 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
11	PRIORITY NO. 2 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
12	PRIORITY NO. 3 - Diameter Breast Height: 20.0' to 24.9" - Category 20	1	EA	\$80.00
13	PRIORITY NO. 1 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
14	PRIORITY NO. 2 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
15	PRIORITY NO. 3 - Diameter Breast Height: 25.0' to 29.9" - Category 10	1	EA	\$85.00
16	PRIORITY NO. 1 - Diameter Breast Height: 30.0' to 34.9" - Category 30	1	EA	\$85.00
17	PRIORITY NO. 2 - Diameter Breast Height: 30.0' to 34.9" - Category 30	1	EA	\$85.00
18	PRIORITY NO. 3 - Diameter Breast Height: 30.0' to 34.9" - Category 30	1	EA	\$85.00
19	PRIORITY NO. 1 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
20	PRIORITY NO. 2 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$75.00
21	PRIORITY NO. 3 - Diameter Breast Height: 35.0' to 39.9" - Category 35	1	EA	\$85.00
22	PRIORITY NO. 1 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
23	PRIORITY NO. 2 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$75.00
24	PRIORITY NO. 3 - Diameter Breast Height: 40.0' to 44.9" - Category 40	1	EA	\$85.00
25	PRIORITY NO. 1 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00
26	PRIORITY NO. 2 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$85.00
27	PRIORITY NO. 3 - Diameter Breast Height: 45.0' or Greater Category: 45	1	EA	\$95.00