

# Exhibit A

**SPECIFIC CONDITIONS  
AND  
REQUIREMENTS OF  
ARBORICULTURAL PRACTICES**

## TREE PRUNING

1. **PROHIBITED EQUIPMENT**: The Contractor shall not allow any person to use shoes with spikes, spurs, climbing irons, or any other footwear which may cause injury to trees being pruned under the terms of this contract unless performing an aerial rescue of an injured worker. Rope injury from loading out heavy limbs should be avoided and precautions taken to protect bark and cambium from unnecessary injury.
  
2. **PRUNING**:
  - a. Pruning will be done in accordance to the latest revision of standards of the American National Standards Institute for Tree Care Operations (ANSI A300 Part 1) and in accordance to International Society of Arboriculture (ISA) Best Management Practices. In addition, all arboricultural operations conducted by the contractor shall be done in accordance to the latest revision of ANSI Z133.1 Safety Standard. The pruning class requirement will be decided by the Owner and will be indicated in the specific bidding proposal.
  - b. Generally, pruning will consist of conforming to **Raising or lifting** (Selective Pruning to provide vertical clearance), **Cleaning** (Selective pruning to remove dead, diseased, cracked, and broken branches and foreign objects), and **Thinning** (Selective removal of live branches to provide light or air penetration through the tree or to lighten the weight of remaining branches). Additional pruning may be required by the Owner for street intersection and house clearing.
  - c. Under clearance pruning (**Raising**) to provide for pedestrian and vehicular clearance shall be done to provide clearance as directed by the Owner. Clearance heights shall be determined at a point over the sidewalk and at the lowest point of branch overhang over the lane of traffic. Clearance heights shall be maintained at a minimum of seven feet over sidewalks and sixteen feet over the lane of traffic.
  - d. Cutting back, reducing, drop crotching and lateral trimming may consist of severe pruning of tops, sides, under branches, or individual limbs on trees being trimmed. To provide sufficient clearance for electric, telephone, and/or cable television aerial facilities, it shall be the responsibility of the contractor to make special arrangements as needed with the utility companies to provide clearance around the aerial facilities. All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project. Cutting back, reducing and lateral trimming shall be done when directed by the Owner.

- e. Pruning shall be accomplished without cutting back to small suckers. Small limbs and twigs are to be removed in such a manner as to leave the foliage pattern evenly distributed.
- f. Attention is to be given, to the extent possible, to present a symmetrical appearance after the tree is pruned, cut back and/or reduced. Trees should be shaped to remain in an appearance which is shapely and typical of their species. Sides may be reduced in order to maintain a tree-like form.
- g. Care should be taken in pruning thin bark trees. The minimum amount of limbs shall be removed to obtain the effect desired without admitting excessive sunlight to the trunk of the tree or to the top of the large branches.
- h. Trees shall not be reduced by more than 1/4 of the total area existing prior to trimming, unless authorized by the owner.

### **PRUNING STANDARDS & CLASSIFICATION FOR SHADE TREES:**

#### **CLASS I (FINE PRUNNING)**

Class I pruning shall consist of Raising, Cleaning and Thinning and is sometimes referred to as a (Full or Arbor Trim) in the industry. It includes the removal of dead, dying, diseased, interfering, objectionable, obstructive, and weak branches, lifting or raising of the canopy for vehicular and pedestrian clearance as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to 1" diameter, as described above, may remain within the main leaf area to its full length when it is not practical to remove it. The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to pre-cut branches too heavy to handle to prevent splitting or peeling of bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes and equipment.
- c. Remove the weaker or least desirable of crossed or rubbing branches. Such removal should not leave large holes in the general outline of the tree.

- d. In lifting the lower bottom branches of trees for under clearance, care should be given to symmetrical appearance, weight distribution and crown balance. Cuts should not be made so large that they will prevent normal sap flow.
- e. Treatment of cuts and wounds, with tree wounds dressing, is optional except where open wounds in certain trees may attract insects that carry disease or allow fungal invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- f. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorine solution after each cut and between trees where there is known to be a danger of transmitting disease by tools.
- g. Old injuries are to be inspected. Those not closing properly, and where the callus growth is not already completely established, and show signs of extensive rot shall be reported to the Owner.
- h. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, and girdling roots visible to the naked eye should be reported in writing to a supervisor and/or the Owner and corrective measures recommended.
- i. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite.
- j. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

## **CLASS II (MEDIUM PRUNING)**

Class II Medium pruning shall consist of Raising and Cleaning. It is the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. It also includes lifting and raising the canopy for vehicular and pedestrian traffic. The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling of bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes and equipment.
- c. Treatment of cuts and wounds, with tree wound dressing is optional except where open wounds in certain trees may attract insects that carry disease or allow fungal invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- d. In lifting the lower bottom branches of trees for under clearance, care should be given to symmetrical appearance, weight distribution and crown balance. Cuts should not be made so large that they will prevent normal sap flow.
- e. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorine solution after each cut and between trees where there is known to be a danger of transmitting the disease by tools.
- f. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established and show signs of extensive rot shall be reported to the Owner.
- g. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, and girdling roots visible to the naked eye should be reported in writing to a supervisor and/or the Owner, and corrective measures recommended.
- h. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite.
- i. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

### **CLASS III (COURSE PRUNING)**

Class III coarse pruning shall consist of Cleaning. It is the removal of dead, diseased or obviously weak branches, two inches in diameter or greater. The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling of bark. Where necessary, to prevent tree or property damage, braches shall be lowered to the ground by proper ropes and equipment.
- c. Treatment of cuts and wounds with tree wound dressing is optional except where open wounds in certain trees may attract insects that carry disease or allow fungal invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- d. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol appropriately diluted with water) or Chlorine solution after each cut and between trees where there is known to be a danger of transmitting the disease by tools.
- e. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, and girdling roots visible to the naked eye should be reported in writing to a supervisor and/or Owner and corrective measures recommended.
- f. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite.
- g. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

### **CLASS IV (CUTTING BACK, REDUCTION CUT, DROP CROTCH PRUNING)**

Class IV cutting back or drop crotch and lateral pruning shall consist of the reduction of tops, sides, under branches or individual limbs. This practice is to be undertaken only when specified by the Owner. It may include cases of utility line interference, or where

certain portions of the roots or root systems have been severed or severely damaged, or when there is unusual and rapid tree growth, where it is necessary to reduce the top, sides or under branches, or for specific topiary training or dwarfing.

The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling of bark. Where necessary, to prevent tree or property damage, braches shall be lowered to the ground by proper ropes and equipment.
- c. Remove the weaker or least desirable or crossed or rubbing branches. Such removal should not leave large holes in the general outline of the tree.
- d. Treatment of cuts and wounds with tree wound dressing is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- e. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established and show signs of extensive rot shall be reported to the Owner.
- f. Generally, in reducing size (cutting back), not more than one fourth of the total area should be reduced at a single operation. When cutting back trees, only drop crotch as much as necessary. Where practical, avoid cutting back to small suckers. All effort will be made to cut back to a lateral, one-third of the diameter of the cut being made.
- g. In reducing overall size, attention is to be given to the symmetrical appearance. Top is to be higher and sides reduced in order to maintain a tree-like form.
- h. On thin bark trees, minimal limbs shall be removed to accomplish the desired effect without admitting too much sunlight to the trunk of the tree or the top of large branches. Care should be taken with the following species: Lindens, Maples, and Beeches, Apple, Oaks and other trees susceptible to sun scald growing in different geographical

areas. The above damage may be minimized by doing work on susceptible species during the dormant season.

- i. In lifting the lower bottom branches of trees for under clearance, care should be given to symmetrical appearance, weight distribution and crown balance. Cuts should not be made so large that they will prevent normal sap flow.
- j. Periodical drop crotching or cutting back of silver maples, poplars, and other trees with brittle and soft wood is an established practice and has proven beneficial in maintaining the safety of these trees over long periods of growth. Other trees with soft and brittle wood growing in different geographic areas may be specifically named when it is common practice to control the growth by cut back.
- k. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during pruning operations within the safety zone established around worksite.
- l. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.

### **TREE REMOVAL SPECIFICATIONS:**

All tree removal shall be done in accordance to ANSI Z133-2012 Safety Requirements for Arboricultural Operations and as directed by Owner. Specific locations and requirements will be outlined in Contract Bid Request. Additional specifications are as follows:

- a. Contractor shall replace and repair all broken sprinkler lines, sprinkler heads and concrete due to vehicular or mechanical operations during tree removal prior to remitting payment for services.
- b. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during removal operations within the safety zone established around worksite.
- c. Limbs and branches that cannot be safely controlled by hand or free-dropped shall have a separate rigging line tied to them to help control their fall. Rigging practices shall conform to requirements in section 8.4 of ANSI Z133- 2012.



- d. Extreme care shall be taken so as to prevent limbs, branches, and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, streets, and other property both public and private.
- e. No trees or trunks shall be removed by felling onto pavement. Contractor will be responsible for all damages incurred as a result of operation to both public and private property.
- f. Stumps shall not be left higher than six (6) inches above ground level in between the final felling cut and the time stump removal is performed. If there are extenuating circumstances prohibiting the final cut to be made at this height, proper flagging and barricading of the stump shall be made prior to the end of work day and maintained by Contractor until stump is removed below grade.
- g. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of work day.
- h. Owner may require by approved work directive that tree removal must be completed within ten (10) calendar days. The ten calendar days are measured from the date of issuance of the approved work directive to the contractor, unless otherwise stated by the owner. Owner may grant additional days due to weather conditions. State or federal holidays are not counted towards the 10 calendar days. This work is to be bid on and billed with its own unit price separately from the standard tree removal item, which has no specific time constraint. If tree removal is not completed within the 10 calendar days, and no additional days have been granted by the owner, then the work will be billed using the standard tree removal unit price.

**STUMP REMOVAL SPECIFICATIONS:**

All stump removal shall be done in accordance to ANSI Z133-2012 Safety Requirements for Arboricultural Operations and as directed by Owner. Specific locations and requirements will be outlined in Contract Bid Request. Additional specifications are as follows:

- a. Contractor shall grind stumps and bracing roots at least 12 inches below the normal grade unless otherwise directed by Owner and in cases where underground utility lines prohibit.

- b. Contractor shall be responsible in coordinating proper utility marking by responsible parties through Blue Stakes of Utah at least 2 days prior to the removal of stumps.
- c. Soil residue with chips may be returned to the hole if it is primarily soil. A four inch thick layer of topsoil shall be placed over chips and residue. The area shall be crowned two inches above surrounding grade to allow for settling and shall be raked smooth.
- d. Contractor shall restore all damaged turf outside the trunk and bracing root footprint to pre-work conditions.
- e. Contractor shall replace and repair all broken sprinkler lines, sprinkler heads and concrete due to vehicular or mechanical operations during stump removal prior to remitting payment for services.
- f. Care shall be taken to protect surrounding property and citizens from damage due to flying debris as a result of grinding operations by the use of safety screens.
- g. Contractor shall close all sidewalks and pedestrian ROW by signage or through the use of flaggers during grinding operations within the safety zone established around worksite.
- h. Work site shall be left equal to or cleaner than pre-work conditions, with all associated residue and debris removed from site prior to the end of the work day.
- i. Owner may require by approved work directive that stump grinding work must be completed within ten (10) calendar days. The ten calendar days are measured from the date of issuance of the approved work directive to the contractor, unless otherwise stated by the owner. Owner may grant additional days due to weather conditions. State or federal holidays are not counted towards the 10 calendar days. This work is to be bid on and billed with its own unit price separately from the standard stump grinding item, which has no specific time constraint. If stump grinding work is not completed within the 10 calendar days, and no additional days have been granted by the owner, then the work will be billed using the standard stump grinding unit price.

**WORKING PROCEDURE:**

- a. Contractor will be provided a list of trees, their specific sizes (DBH) and locations to be pruned with the corresponding pruning class I,

II,III or IV and may have special requirements attached as directed by Owner.

- b. Contractor will be provided a list of trees, their sizes (DBH) and locations to be removed. Special requirements as directed by Owner will be noted as part of size and location list.
- c. Contractor will be provided a list of stumps and their sizes based off of the DBH taken for the removal list. If a tree is specified for removal it is the desire of the Owner to have the stump bid for removal unless otherwise noted. Any discrepancies due to variance between DBH and the actual stump size after final cut and including bracing roots is the responsibility of the Contractor.
- d. In cases where stump grinding is impractical Owner may specify treatment of cut stump with an appropriately labeled herbicide.
- e. Contractor invoices shall include the date work was performed with address's corresponding to the DBH and genus of the tree for which work was performed. It shall include the type of work performed and the associated cost bid by DBH unless contract was awarded according to Daily Rate.

### **CONTRACT BID REQUEST:**

With the submittal of this bid the city wishes to review these types of bids:

1. Lump sum bid: for the removal, stump grinding and pruning of trees specified by location with corresponding DBH.
2. Unit prices: a bid based on diameter classes listed at random addresses city wide for both pruning and removal.
3. Price per inch: a bid for stump grinding based on dollar per inch.
4. A time and material (Daily Rate) bid for a single crew having daily work schedules assigned to them by the city.

Bids should incorporate the costs associated with the haul away and disposal of green waste materials at either a site of Contractor's discretion or at the City's Green Waste Disposal Site 1845 Monroe Blvd. (There is no charge to the Contractor if materials are disposed of at this site). Stump grindings containing rocks and roots are not accepted at the City's site however, and must be disposed of at a private landfill.

The city reserves the right to use one or all of these bids for the purpose of fulfilling contract obligations. Additional areas or individual trees may be added to this contract. We are asking for unit prices for trimming and removals based on size classifications and for daily crew and equipment rates to aid in allocation of available funding and when emergency work may be necessary.

**LUMP SUM UNIT PRICING FOR REMOVAL, GRINDING & PRUNING:**

The list of trees and locations below is provided to aid in determining a bid price for the main scope of this contract. Even if the city chooses to conduct this contract on the basis of a time and material contract, the following addresses will be within the scope of the contract. Therefore, production schedules can be derived from this list of addresses. However, it is the responsibility of the contractor to verify this information on site, prior to submitting a proposal. The contractor will be responsible for completing simple information on the man-hour allocation table. The Lump Sum Unit Price shall include stump grinding of trees listed for removal.





**UNIT PRICES FOR FOLLOWING SIZE CLASSES BY INCH:**

Sizes (DBH)	Class I (fine)	Class II (med)	Class III (course)	Class IV
00-03				
03-06				
07-12				
13-18				
19-24				
25-30				
31-36				
37-42				
43 +				

**UNIT PRICES FOR FOLLOWING SIZE CLASS PER INCH**

Sizes	Removal	Removal (10 days)	Stump Grind	Stump Grind (10 days)
00-03				
04-06				
07-12				
13-18				
19-24				
25-30				
31-36				
37-42				
43 +				

**STUMP GRINDING:**

**PRICE PER INCH**

**TIME AND MATERIAL PROPOSAL:**

Include all information on daily productivity rates that is to be expected under this contract. Time and material bid should also include staffing levels, staff qualification and supplied equipment. Crew structure is to have a minimum of one (1) supervisor that is an ISA Certified Arborist. Trimming and removal crews will be a minimum of three persons and will be expected to perform removals, stump grinding, and all classes of pruning contained in these specifications. Crew members shall meet all ANSI National Standards for both safety and tree care operations. The crew will be expected to be adequately equipped and minimize “down time” due to equipment failures. Each trimming crew will have a minimum of one (1) bucket truck with a minimum lift height of fifty five (55) feet from the working platform to the ground, one (1) chipper box, and one (1) brush chipper capable of chipping 12” diameter logs. Each removal crew will have a minimum of one (1) bucket truck with a minimum lift height of fifty five (55) feet from the working platform to the ground, one (1) chipper box or truck capable of hauling trunks and limbs in excess of 40” DBH, and the ability to clean and haul away all associated debris resulting from operations. Each stump grinding crew will have a minimum of two members, a stump grinder capable of grinding stumps a minimum of twelve (12) inches below the normal grade, and a truck capable of hauling away all associated debris.

Daily crew and equipment rate

Weekly Crew and Equipment Rate



**FORCE ACCOUNT:**

<b>Specification Reference Number Classification of Unit Price Work</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Amount</b>
Materials Markup	\$10,000 Markup Per \$1	\$	\$
Machinery Markup	\$10,000 Markup Per \$1	\$	\$
Labor Markup	\$10,000 Markup Per \$1	\$	\$

**(NOTE: the purpose of this is supply unit pricing percentages as agreed upon by the OWNER) Total = \$ 15%**

**MATERIALS MARKUP**

- A. Measured markup per \$1.
- B. This item only applies to items not listed in the contract and as approved by the OWNER.
- C. Items billed under a force account are billed on a cost plus basis as described in the current edition of the APWA Section 00 72 00, Subsection 11.8.
- D. This item represents the percentage markup on all materials costs as approved by OWNER.
- E. An illustration of this is say that 100 LF of pipe was assigned to be installed. The invoice for the pipe cost totaled \$1,000. In the bid, the markup per dollar is listed as \$.04. The total bill to Ogden City for pipe costs would then be: \$1,000 + (\$1,000 \* \$.04) = \$1,040.

**MACHINERY MARKUP**

- A. Measured markup per \$1.
- B. This item only applies to items not listed in the contract and as approved by the OWNER.
- C. Items billed under a force account are billed on a cost plus basis as described in the current edition of the APWA Section 00 72 00, Subsection 11.8.
- D. This item represents the percentage markup on all machinery costs. If the machinery base price is not listed in section F below, the base price will be based upon prevailing rental rates. This base price will be negotiated when the assignment is given. All use of this item must be approved by the OWNER in writing.

E. An illustration of this is say that 100 LF of pipe was assigned to be installed. The machinery rental costs to install the pipe totaled \$1,000. In the bid, the markup per dollar is listed as \$.06. The total bill to Ogden City for machinery costs would then be:  $\$1,000 + (\$1,000 * \$.06) = \$1,060$ .

F. Base rates for equipment are as follows:

Track Hoe	\$54 / hour
10 Wheeled Dump Truck	\$50 / hour
Rubber Tired Front End Loader	\$54/ hour
Rubber Tired Back Hoe	\$54 / hour
Jack Hammer	\$15 / hour
Hand Compactor (Jumping Jack)	\$36/ hour
Power Broom	\$54 / hour
36 Ton Boom Crane	\$125 / hour

### **LABOR MARKUP**

- A. Measured markup per \$1.
- B. This item only applies to items not listed in the contract and as approved by the OWNER.
- C. Items billed under a force account are billed on a cost plus basis as described in the current edition of the APWA Section 00 72 00, Subsection 11.8.
- D. This item represents the percentage markup on all base wage labor costs.
- E. An illustration of this is say that 100 LF of pipe was assigned to be installed. The base wage of the employees operating the machinery and installing the pipe totaled \$1,000. In the bid, the markup per dollar is listed as \$.30. The total bill to Ogden City for labor costs would then be:  $\$1,000 + (\$1,000 * \$.30) = \$1,300$ .

**ESTIMATED PRODUCTIVITY RATES:**

Include the estimated average number of trees within the diameter class to be trimmed and removed per day under the time and material proposal.

<b>Sizes</b>	<b># Full Trims/Day</b>	<b># Removals/Day</b>
00-03		
04-06		
07-12		
13-18		
19-24		
25-30		
31-36		
37-42		
43 +		

**TRIMMING AND CLIMBING PROFICIENCY TESTING**

The city, upon award consideration of the contract, will have the right to administer proficiency of all crew members that will possibly be assigned to the contract. Testing may be given to each crew member on climbing techniques and bucket truck operations while trimming and/or removal of city owned trees under this contract. Evaluation of trimming practices and procedures will be made on each person that will be evaluated based on ISA Pruning Standards and acceptable arboricultural practices. Contractor will be reimbursed at the rate of \$106.00/hour per man, for lost productivity.

## **CONTRACTOR'S RESPONSIBILITY**

**The responsibilities of the Contractor include, but shall not be limited to the following:**

1. Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement. Contractor shall be knowledgeable of, and Contractor and Contractor's work product shall conform to all applicable Federal, State, City and other local laws, regulations, ordinance and this Agreement's requirements.
2. Contractor shall be solely responsible to the City for the quality of all services performed under this agreement. All services furnished by Contractor shall be performed in accordance with the best professional judgment and skill in a timely manner, and shall be fit and suitable for the purposes intended by the City.
3. Reasonable compliance with and identification of applicable services standards. Listing of standards does not relieve Contractor from complying with all applicable standards whether or not listed here. Contractor's work under this Agreement shall comply with:  
  
American National Standards Institute, Tree Care Operations (ANSI) A300 (Part 1)-2008.  
  
American National Standards Institute, Safety Requirements for Arboricultural Operations ANSI Z133-2012.  
  
ISA Best Management Practices, Tree Pruning (Revised 2008).  
  
State of Utah Chemical Applicator's License  
  
Manual Uniform on Traffic Control Devices (MUTCD) and the Utah Department of Transportation (UDOT) the current edition of Standards and Requirements.  
  
2017 Edition of the American Public Works Association (APWA) Standards.
4. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirement shall be determined by actual need.
5. Contractor shall meet bi-weekly with the Urban Forester or his/her designee for the purpose of receiving and providing information related to this Agreement and monitoring for compliance of all terms and conditions of this Agreement.
6. Contractor shall provide qualified personnel and all associated vehicles, equipment, tools, supplies and materials to perform assignments herein described within the time specified.

Assignments by city may include trees of highly variable species, sizes, conditions, locations and requirements.

7. Unless otherwise authorized by the City, the Contractor shall remove from the site and legally dispose of all brush, wood, chips or other debris produced at the service site prior to completion of each workday.
8. The Contractor shall dispose of trees removed from disease control (such as Dutch elm disease etc...) in a manner that prevents disease transmission. The City shall identify trees to which this applies. Ogden City Corp to pay for any dumping fees if not dumped at their facility.
9. Daily production reports by crew, work type and location shall be provided to the Urban Forester's office by Contractor at each bi-weekly meeting for work performed between said meetings.
10. Crew composition and experience to remain as herein described unless otherwise approved, in writing, by both parties of this Agreement.
11. Contractor shall perform work in accordance with standards identified in sub-paragraph 3 above. Contractor shall provide each crew copies of standards and contract to carry in their work vehicle.
12. Contractor shall perform regularly scheduled services described herein during the Urban Forestry Division's business hours of 7:30 a.m. to 5:00 p.m. Monday through Friday excluding city observed holidays. Hours may vary if mutually agreed upon by both parties.
13. Contractor shall perform emergency response tree services(s) at the request of the City at any time of the day or night, including weekends and holidays.
14. All work shall be performed in compliance with standards and provisions of the Agreement and shall be subject to inspections and approval by the City. Contractor shall be responsible for correcting, at Contractor's expense, any work not performed in accordance with this Agreement.
15. Wood and/or chips shall, at the direction of the City: 1). be left at the work site; 2) be delivered to a location within the county identified by the City' or, 3) be disposed of by the contractor.
16. Contractor shall be responsible for all damage to public or private property resulting from performance of services under the Agreement. Contractor shall report any damage to public and/or private property occurring during regular business hours immediately to

Community Services Office at 1875 Monroe Blvd. Should damage occur after regular business hours, it shall be reported to the Community Services Office at the beginning of the next regularly scheduled business day.

17. Contractor shall be responsible for all pedestrian and traffic warning signage and coordination of any road closures with the Ogden City police and Fire Departments, UDOT, and the Utah Transit Authority.
18. Signing and/or barricading of work area to ensure access, security of site and public notification shall be the sole responsibility of the Contractor. In some cases this shall require Contractor to install necessary signage and/or barricading the day before scheduled delivery of service. In addition, the Contractor shall conform with manual on Uniform Traffic Control Devices.
19. Notification of work and surveys:
  - a. Contractor shall distribute City provided written notification of planned services to adjoining property owners a minimum of one (1) week prior to performance of service. The notification shall not be requirement when emergency work is performed.
20. Prior to beginning work, the Contractor shall compare work order information to the actual site and the specified trees(s). If discrepancies exist Contractor shall contact the City for clarification or discussion prior to initiation of work. Invoices must match work orders.
21. Contractor shall adhere to service schedules as provided by the City.
22. Contractor shall provide timely response to customer inquiries, complaints or requests.
23. Does Contractor want a renewable contract clause up to three years if funding is available and is it agreeable to both parties?

### **CONTRACT TERMINATION**

The Owner shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The Contractor is not adequately complying with the specifications.

3. Proper Arboricultural techniques are not being followed after warning notification by the Owner or its authorized representatives.
4. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity. All workers shall be certified arborist or at least supervised at all times by a foreman that is a certified arborist.
5. The Contractor in the judgment of the owner is unnecessarily or willfully delaying the performance and completion of the work.
6. The Contractor refuses to proceed with work when and as directed by the owner.
7. The Contractor abandons the work.

### **INDEMNIFICATION**

I, the Contractor, agree to indemnify, hold harmless, and defend the owner from and against any and all loss, damage, or expense which the Owner may suffer or for which the Owner may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the Owner for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the Owners trees by persons (other than employees of the Contractor engaged in the work contemplated by this Agreement) who are in or about such trees.

If there are questions that need to be addressed regarding the contract, or tree locations, please contact

**Damien Reeves @ (801) 648-8310 or E-mail @**  
**[damienreeves@ogdencity.com](mailto:damienreeves@ogdencity.com)**

**Ian Frankland @ (801) 629-8918 or E-mail @**  
**[ianfrankland@ogdencity.com](mailto:ianfrankland@ogdencity.com)**