# Attachment A

# CITY OF SONOMA PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_, by and between the CITY OF SONOMA herein called the "City," and [INSERT CONTRACTOR NAME], herein called the "Contractor."

# Recitals

WHEREAS, City desires to obtain services listed in Exhibit B; and

WHEREAS, Contractor hereby warrants to the City that Contractor is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Contractor pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

#### Agreement

# NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. <u>Scope of Services</u>. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Contractor shall perform the services set out in the Request for Proposal (RFP) which was sent by email and incorporated herein by reference.

2. <u>Time of Performance</u>. The services of Contractor are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Contractor shall perform its services not later than [INSERT START DATE] and be completed not later than [INSERT COMPLETION DATE]. Any changes to these dates must be approved in writing by the City Manager or his or her representatives.

3. <u>Standard of Quality.</u> City relies upon the professional ability of Contractor as a material inducement to entering into this Agreement. All work performed by Contractor under this Agreement shall be performed 1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; 2) in accordance with all applicable legal requirements; and 3) with the standard of quality ordinarily expected of competent professionals in Contractor's field of expertise. Contractor shall correct, at its own expense, all errors made in the provision of services under this Agreement. In the event that Contractor fails to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor.

#### 4. <u>Compensation and Method of Payment</u>.

A. <u>Compensation</u>. The compensation to be paid to Contractor, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules more particularly described in Exhibit **B**, in accordance with the terms and conditions included therein. However, in no event shall the amount City pays to Contractor exceed \_\_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_). City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's compliance with the terms and conditions of this Agreement and any amendments thereto. Payment by City under this Agreement shall not be deemed a waiver of

defects, even if such defects were known to the City at the time of payment.

B. <u>Timing of Payment</u>. Billing and payment for said services shall be as set forth in Exhibit A, attached hereto and incorporated herein.

C. <u>Changes in Compensation</u>. Contractor will not undertake any work that will incur costs in excess of the amount of set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Contractor. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Contractor shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Contractor to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate City authorization.

D. <u>Taxes</u>. Contractor shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Contractor.

E. <u>No Overtime or Premium Pay</u>. Contractor shall receive no premium or enhanced payment for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Contractor shall not receive a premium or enhanced payment for work performed on a recognized holiday.

F. <u>Litigation Support</u>. Contractor agrees to testify at City's request if litigation is brought against City in connection with Contractor's work product. Unless the action is brought by Contractor or is based upon Contractor's negligence, City will compensate Contractor for the preparation and the testimony at Contractor's standard hourly rates, if requested by City and not part of the litigation brought by City against Contractor.

5. <u>Inspection</u>. Contractor shall furnish City with every reasonable opportunity for City to ascertain the services of Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill the requirement of this Agreement.

6. <u>Ownership of Documents</u>. Title, including the copyright and all intellectual property rights, all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared, or obtained by the Contractor under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Contractor shall assume no responsibility for the unintended use by others of such final work products which are not related to the scope of the services described under this Agreement. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Contractor may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

7. <u>Employment of Other Contractors, Specialists, or Experts</u>. Contractor will not employ or otherwise incur an obligation to pay other Contractors, specialists, or experts for services in connection with this Agreement without the prior written approval of the City.

# 8. <u>Conflict of Interest</u>.

A. Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and

represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract. Contractor agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

9. <u>Interest of Members and Employees of City</u>. No member of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

10. <u>Liability of Members and Employees of City</u>. No member of the City and no other officer, elected official, employee, or agent of the City shall be personally liable to Contractor or otherwise in the event of any default or breach of the City, or for any amount which may become due to Contractor or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

# 11. <u>Indemnity</u>.

A. <u>Indemnification</u>. To the fullest extent permitted by law, Contractor shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened), which arise out of, pertain to, or relate to the performance pursuant to, or failure to comply, with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties.

For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, Contractor shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City), and hold harmless any Indemnified Parties from and against any and all Liability, whether actual, alleged, or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

The only exception to Contractor's responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents, and employees.

B. <u>Scope of Obligation</u>. Contractor's duty to indemnify, protect, defend, and hold harmless as set forth in this Section 12 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under worker's compensation, disability, or other employee benefit acts or the terms, applicability, or limitations of any insurance held or provided by Contractor and shall continue to bind the parties after termination/completion of this agreement. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Contractor waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of the Contractor arising out of or in connection with the Agreement or Contractor's failure to comply with any of the terms of this Agreement.

Contractor's duty to indemnify, protect, defend, and hold harmless as set forth in this Section 12 shall not be excused because of the Contractor's inability to evaluate Liability, or because the Contractor evaluates Liability and determines that the Contractor is not or may not be liable. The Contractor must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing.

If the Contractor fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. Contractor agrees to fully reimburse all costs, including but not limited to

attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Contractor's acceptance of the tender.

12. <u>Contractor Not an Agent of City</u>. City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Contractor, its officers, employees, and agents shall not have any power to bind or commit the City to any decision.

13. Independent Contractor. It is expressly agreed that the Contractor, in the performance of the work and services agreed to be performed by Contractor, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Contractor shall furnish, at its own expense, all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim to may have to any such rights. Contractor, its officers, employees, and agents shall not have any power to bind or commit the City to any decision. Contractor shall not receive payment for time off for days not worked, whether it be in the form of sick leave, administration leave, or for any other form of absence.

# 14. <u>Compliance with Laws</u>.

A. <u>General</u>. Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required for Contractor to practice its profession. City is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

B. <u>Workers' Compensation</u>. Contractor certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor certifies that it will comply with such provisions before commencing performance of this Agreement and at all times in the performance of the Agreement.

C. <u>Prevailing Wage</u>. Contractor and Contractor's subContractors (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2.

D. <u>Injury and Illness Prevention Program</u>. Contractor certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. <u>City's Living Wage Ordinance</u>. Unless otherwise exempt in accordance with the provisions of the Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) of the City as amended from time to time and can be found at https://www.sonomacity.org/living-wage-law/ and is incorporated by reference into and made a part of this Agreement.

(1) The Contractor assures payment of a minimum wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

(2) The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO.

(3) Any Subcontract entered into by the Contractor relating to this Agreement shall be subject to the provisions of the LWO.

(4) The Contractor shall, immediately upon execution of Contract, provide notification to all affected employees of the wage required to be paid pursuant to the LWO.

(5) The Contractor shall provide, upon demand by City, documents and information verifying compliance with the requirements of the LWO.

(6) The City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO.

F. <u>Business Licenses</u>. Except as otherwise allowed by City in its sole discretion, Contractor and all subcontractors shall have acquired, at Contractor's expense, a business license from the City in accordance with Chapter 5.04 of the Sonoma Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Contractor until such time as Contractor complies with this section.

G. <u>City Not Responsible</u>. The City is not responsible or liable for Contractor's failure to comply with any and all of said requirements.

15. <u>Confidential Information</u>. All data, documents, discussions, or other information developed or received by or for Contractor in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

# 16. <u>Assignment; Subcontractors; Employees</u>

A. <u>Assignment</u>. Contractor shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent, which shall be in the City's sole and absolute discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. <u>Subcontractors; Employees</u>. Contractor shall be responsible for employing or engaging all persons necessary to perform the services of Contractor hereunder. No subcontractor of Contractor shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Contractor, and Contractor agrees to be responsible for their performance. Contractor shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Contractor fails or refused to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

# 17. <u>Insurance</u>.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

# MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Professional Liability (Errors and Omissions)**: Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable see footnote next page)*

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

#### Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

#### Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
- 3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

# Verification of Coverage

<u>Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</u>

#### Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. <u>Assignment Prohibited</u>. Neither the City nor Contractor may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

#### 19. <u>Termination of Agreement</u>.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City to the Contractor upon 5 days' written notice.

B. If Contractor fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by the Contractor bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by the Contractor.

C. In the event this Agreement is terminated by the City without cause, Contractor shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation of services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Contractor shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by the Contractor or its subcontractors, if any, or given to Contractor or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Contractor, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

20. <u>Suspension</u>. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Contractor to perform any provision of this Agreement. Contractor will be paid for satisfactory services performed prior to the date of suspension. During the period of suspension, Contractor shall not receive any payment for services or expenses incurred by Contractor by reason of such suspension.

21. <u>Merger; Amendment</u>. This Agreement constitutes the complete and exclusive statement of the Agreement between City and Contractor and shall supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both the City and Contractor. All provisions of this Agreement are expressly made conditions.

22. <u>Interpretation</u>. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. <u>Litigation Costs</u>. If either party becomes involved in litigation arising out of this Agreement or the

performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. <u>Time of the Essence</u>. Time is of the essence of this Agreement. However, the City recognizes that Contractor's performance must be governed by sound professional practices.

25. <u>Written Notification</u>. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Sonoma Public Works Director/City Engineer No. 1 The Plaza Sonoma, CA 95476

If to Contractor: [INSERT CONTRACTOR ADDRESS]

# 27. <u>Contractor's Books and Records</u>.

A. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

28. <u>Agreement Binding</u>. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

29. Equal Employment Opportunity. Contractor is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Contractor will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Contractor will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

30. <u>Non-Exclusive Agreement</u>. This is a non-exclusive agreement. City reserves the right to provide, and to retain other Contractors to provide, services that are the same or similar to the services described in this Agreement.

31. <u>City Not Obligated to Third Parties</u>. The City shall not be obligated or liable for payment hereunder to any party other than Contractor.

32. <u>Remedies/Waiver</u>. No failure on the part of either party to exercise any term, covenant, condition, right, or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right, or remedy that party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against the City arising from this Agreement, the Contractor must present a written claim to City in accordance with the Sonoma Municipal Code.

33. <u>Exhibits</u>. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A – Compensation/Fee Schedule Exhibit B – Scope of Services Exhibit C – 2010 Plaza Park Inventory and Assessment

34. <u>Execution</u>. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

35. <u>News Releases/Interviews</u>. All Contractor and subcontractor news releases, media interviews, testimony at hearings, and public comment shall be prohibited unless expressly authorized by the City.

36. <u>Applicable Law; Venue</u>. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

37. <u>Authority</u>. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

38. <u>Statement of Economic Interest</u>. If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code § 87100), Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Sonoma disclosing Contractor and/or such other person's financial interests.

# IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written.

# CITY OF SONOMA

CONTRACTOR

By:	Ву:
Title	Title

Federal Tax Identification Number or Social Security Number

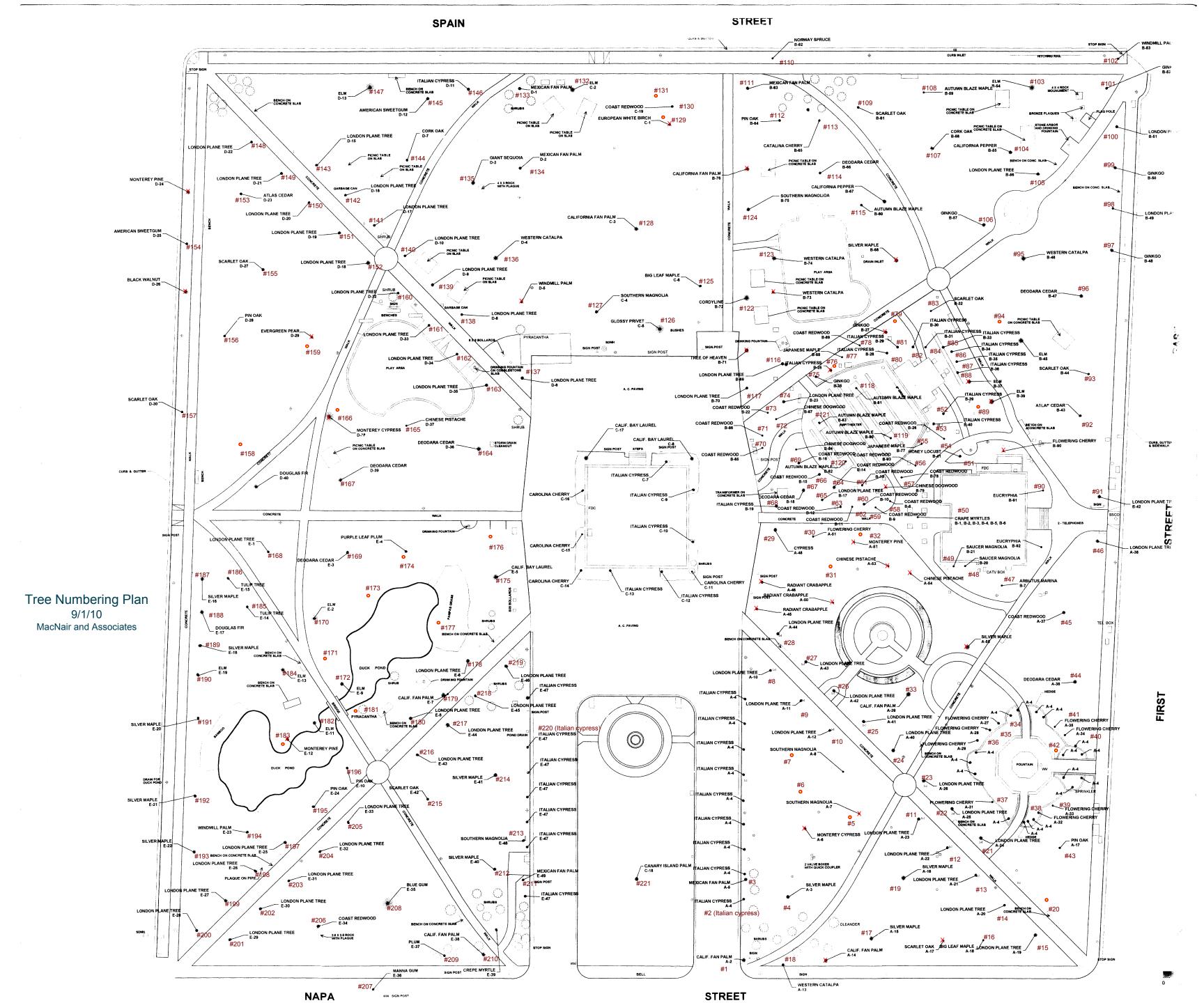
# FOR CITY USE ONLYAccount No.313-54000-703-70703Project ManagerOriana Hart – Public Works Proj Mgr

# EXHIBIT A COMPENSATION/FEE SCHEDULE

Work Item	Unit	Unit Price (\$)	Total Price (\$)
Update Plaza Park Tree Survey & Health Assessments	LS		

# EXHIBIT B SCOPE OF SERVICES

**Scope of Services:** The Contractor shall conduct a tree inventory based on the survey conducted previously. Contractor will update the tree inventory and update the health evaluations and risk assessment of the trees therein. Evaluation should consider overall health, structural stability, impacts, and sustainability of the tree. A list of trees assessed completed at Plaza Park previously and maintenance recommendation included as Exhibit C.



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						2.5 = ma	arginal to m	oderate			2- Moderate		
						2.0 = ma	arginal con	dition			3- High Priority		
						1.5 = po	or to margi	nal condition			4- Very High Priority		
						1.0 = po	or condition	ז ר					
Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
1	California fan palm (Washingtonia filifera)	30		40'±	15	2.5	3.0	New frond growth appears clean. Older fronds may be infected with diamond scale. Generally vigor appears moderately low.	Inspect for diamond scale infection.	4	Periodic dead frond removal.	2 to 3	Treat for diamond scale.
2	Italian cypress (Cupressus sempervirens 'Stricta')	8-10" @ 6" above grade		9'±	4	2.5	3.0	Line of hedged cypress maintained at approximately 9'. Areas of branch dieback occurring. Old weed trimmer damage observed at base of trunks with some trunks partly girdled.	Protect lower trunks from mower/trimmer damage.	2	Light shearing as required.	annual	
3	Mexican fan palm (Washingtonia robusta)	17		50'-60'±	15	3.0	3.0	No apparent pest or disease issues. Vigor appears moderate.		2	Periodic dead frond removal.	3 to 5	
4	silver maple (Acer saccharinum)	34.5	1	60±	60	3.0	2.0	History of pruning interior scaffold limbs. Tendency of limbs to be bowed with excessive end weight. Tree has history of limb failure. Vigor and foliage density are moderate.	Consider removal and replacement.	4	Crown and limb reduction.	3 to 5	
5	coast redwood (Sequoia sempervirens)	2.5		15'±	4	3.0	3.0	Young tree in good vigor with no significant issues.	Remove bamboo nursery stake.	2	Remove secondary trunks as required.	5 to 7	
6	southern magnolia (Magnolia grandiflora)	4.5	1	20	12	3.0	3.0	Young tree in good vigor with no significant issues.	Remove turf from around trunk and replace with mulch.	1	Periodic pruning to prevent defects.	3 to 5	
7	southern magnolia	3	1	15	8	3.0	2.0	Lower trunk damage with 50% of trunk circumference girdled from mower and string trimmer damage.	Avoid trunk damage. Remove turf from around trunk.	1	Periodic pruning to prevent defects.	3 to 5	
	London plane tree (Platanus acerifolia)	16.5		50	40	3.0	3.0	Asymmetrical crown structure extending to the south. History of heading and topping cuts to control size. Limited dead, small diameter branches in crown. Typical issue with foliar mildew infection. History of topping cuts.			Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
9	London plane tree	12.5		50	30	2.5	2.5	Tree is in typical condition for a plane tree with smaller and weaker crown and trunk development due to shading. History of topping cuts.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
10	London plane tree	11.5		50	30	2.5	2.5	Same general condition with possible sycamore scale also impacting foliage. History of topping cuts.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
11	London plane tree	17		50	40	2.5	2.5	Same general condition. Asymmetrical crown form. History of topping cuts.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
12	London plane tree	13.5		55	20	3.0	2.5	Same general condition. Tree has high- branched structure (low crown to height ratio). Shaded from adjacent larger plane tree and silver maple. History of topping cuts.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
13	London plane tree	14.5		50	40	3.0	3.0	Same general condition. Asymmetrical crown form extending to west. Tendency to limb contortion form shading.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
14	London plane tree	12.5		50	40	3.0	3.0	Same general condition with no significant structural issues observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
15	London plane tree	34		60	60	3.0	3.0	Symmetrical crown form with 8 trunks forming at 6'-8'. Limited pavement displacement damage with history of grinding.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
16	Pacific big-leaf maple (Acer macrophyllum)	16		45	40	3.0	3.0	Asymmetrical crown form extending to the southwest. Limb on south side as fissure and reaction wood ridge indicating possible internal fracture.	Inspect crown for defects.	3	Reduce weight and extension of south limb.	3 to 5	
17	silver maple	35.5		65	60	2.5	2.5	Co-dominant trunks form at 12' with secondary co-dominant trunks on northeast side. Limb extension over parking requires weight reduction. Scattered dead branches within crown. Old pruning wound with heartwood decay at base of trunk union. Irregular bark on north side of trunk at trunk union. Root collar damage on south side.	Check trunk union with resistograph. Consider phased removal and replacement.	4	Periodic crown and limb reduction. Cable co-dominant trunks.	3 to 5	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
18	Western catalpa (Catalpa speciosa)	24		45	35	2.5	2.0	Bee hive on southeast side of trunk. Old wound on lower trunk with heartwood exposed. Limited dead branches present in crown.	Consider removal and replacement.	3	Crown cleaning and structural pruning.	3 to 5	
19	silver maple	28		60	30	2.5		Symmetrical crown form with extended limb forms. History of pruning to reduce crown size. Limited dead branches in crown. No significant defects observed.	Consider phased removal and replacement.	4	Crown and limb reduction.	3 to 5	
20	London plane tree	6		40	20	2.5	2.5	Young tree with lower trunk wound on south side. Growing below adjacent large plane tree.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
21	London plane tree	26		60	60	2.5		Large tree with asymmetrical crown form. History of topping cuts within crown. Limited sidewalk displacement occurring. No significant structural issues.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
22	London plane tree	20.5		60	45	2.5	3.0	Moderately asymmetrical crown form extending to the northeast. No significant structural defects. Vigor and foliage density are moderate.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
23	London plane tree	20		60	50	2.5		Upright and symmetrical crown form. Root damage evident at sidewalk. No significant structural defects.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
24	London plane tree	19.5		60	60	2.5	3.0	Same general condition with no significant structural issues observed. Upright symmetrical form.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
25	London plane tree	24		60	60	2.5	3.0	Wide symmetrical crown form. No significant structural defects. History of pavement grinding adjacent to tree.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
26	London plane tree	21		60	60	2.5	3.0	Upright crown from. History of pavement repair with apparent root loss. Tree appears to be recovering from the procedure and resultant stress.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
27	London plane tree	20		60	50	2.5	30	Root damage on northeast side of tree. Limited branch dieback occurring.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	

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28	London plane tree	20		60	60	2.5	2.5	Symmetrical crown form. Root damage on north side. No significant structural defects.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
29	Italian cypress	23		65	40	2.5	3.0	Mature tree with history of lower trunk and root damage. Limited twig dieback occurring.		2	Crown clean.	3 to 5	
30	flowering cherry (Prunus serrulata)	10		20	20	2.5		Older tree with significant crown gall infection. Vigor is low. Root damage present.	Consider phased removal and replacement with new cherries.	2			
31	crape myrtle (Lagerstroemia indica)	2.5		15	8	3.0	3.0	Young tree with no significant structural issues.		1	Structural pruning.	2 to 3	
32	bald cypress (Taxodium distichum)	10		30	25	3.0	3.0	Young tree performing well in an area of poor soil drainage. Double trunk formed.		2	Structural pruning.	3 to 5	
33	California fan palm	27		70	20	2.0	2.5	Mature palm with probable diamond scale infection. Dead fronds present. History of climbing spikes used with probable trunk decay present.	Inspect for diamond scale infection.	4	Remove dead fronds.	2 to 3	Treat for diamond scale.
34	flowering cherry	2; 3; 3; 5		20'±	10'-20'±	2.0	2.0			2	Shaping and structural pruning.	3 to 5	
35	flowering cherry	2"/2"/4"						Group of eight mature flowering		2	Shaping and structural pruning.	3 to 5	
36	flowering cherry	3"/5"						cherries surrounding the Italian fountain. Large roots extend out into	Consider phased removal and	2	Shaping and structural pruning.	3 to 5	
37	flowering cherry	7						lawn area with occasional root damage. The trees are in variable vigor with	replacement with new cherries.	2	Shaping and structural pruning.	3 to 5	
38	flowering cherry	8.5						trees #40 and #41 having significant limb dieback and possible crown gall infections. The balance of the trees		2	Shaping and structural pruning.	3 to 5	
39	flowering cherry	16						appear stable and largely unchanged from the 1996 evaluation.		2	Shaping and structural pruning.	3 to 5	
40	flowering cherry	12.5							Removal and replacement.	2			
41	flowering cherry	8.5							Removal and replacement.	2			
42	flowering crabapple (Malus spp.)	6		20'±	15'±	3.0	2.5	Young tree in moderate vigor with no significant pest or disease issues. Tree appears to have been previously topped.	Avoid severe pruning.	2	Structural pruning.	3 to 5	
43	pin oak (Quercus palustris)	14		60'±	45'±	3.0		Semi-mature tree in good vigor with no pest or disease issues. Secondary trunk is forming, otherwise no significant structural issues.	Monitor for mistletoe infections. Control immediately.	2	Structural pruning. Crown cleaning as required.	3 to 5	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
44	Deodar cedar (Cedrus deodara)	30.5		65'±	55'±	2.0	3.0	Mature tree that has been in marginal health since at least 1996. Vigor and foliage density are low with significant limb dieback occurring. Tree is in slow decline.	Removal and replacement.	2			
45	coast redwood	32		80'±	40'±	3.0	3.0	Semi-mature with no significant structural issues, although secondary trunk may be forming in upper crown. Moderate vigor and foliage density.		2	Structural pruning if required.	3 to 5	
46	London plane tree	24		65'±	60'±	3.0	3.0	Mature tree with symmetrical crown form. No significant structural issues observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
47	Marina arbutus (Arbutus 'Marina')	9		35'±	20'±	3.0	3.0	Young tree with no significant structural issues. Vigor and foliage density are moderate.		2	Clearance pruning off of building. Shaping/structural pruning as required.	3 to 5	
48	saucer magnolia (Magnolia soulangiana)	1"-2"	10	15'±	10'±	3.0	3.0	Low multiple trunk tree with trunks forming at soil grade. No significant issues. Height is maintained. Vigor and foliage density are moderate.		1	Limited crown clean.	3 to 5	
49	saucer magnolia (Magnolia soulangiana)	1"-2"	6	15'±	10'±	3.0	3.0	Low multiple trunk tree with trunks forming at soil grade. No significant issues. Height is maintained. Vigor and foliage density are moderate.		1	Limited crown clean.	3 to 5	
50	crape myrtle	2.5"-4"	6	20'±	3'-6'±	3.0	2.5	Group of six crape myrtles with variable forms, but generally narrow, upright structures. Vigor is moderate.		1	Tip prune terminal branches to increase lateral growth.	2 to 3	
51	honey locust (Gleditsia triacanthos)	10.5		35'±	30'±	1.5	3.0	Tree is in poor condition with significant branch dieback occurring.	Removal and replacement.	2			
52	Italian cypress	11	1	50'-65'±	25'±-35'±	2.5	2.5	Mature cypresses with most having		2	Crown clean.	3 to 5	
53	Italian cypress	18	1	50'-65'±	25'±-35'±	2.5	2.0	multiple trunk structures. Long history of pruning to maintain narrow forms. Condition is variable between trees. These trees have not significant changed since 1996.		2	Crown clean.	3 to 5	
54	coast redwood	8.5	1	50'±	20'±	3.0	3.0	Young tree in good vigor with no significant issues.		1	Structural pruning as required.	3 to 5	
55	Japanese maple (Acer palmatum)	3.5	1	18'±	20'±	3.0	3.0	Young tree with multiple trunk structure. One trunk attachment is included and one torn limb wound is healing. Vigor is moderate.		2	Limited structural and crown cleaning.	3 to 5	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
56	coast redwood	10	1	50'±	20'±	3.0	3.0	This redwood planting around the amphitheater is comprised of recent and semi-mature redwoods. All are in moderate vigor with no pest or disease problems observed. Primary issue is to check for formation of double trunk formation. Future potential issue of hardscape impact from roots.		2	Inspect for double or multiple trunk formation.	3 to 5	
57	coast redwood	19.5	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
58	coast redwood	11.5	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
59	coast redwood	4.5	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
60	coast redwood	18	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
61	coast redwood	6	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
62	coast redwood	2	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
63	coast redwood	12.5	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
64	coast redwood	6"/13"	2	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
65	London plane tree	13	1	50'±	30'±	3.0	2.5	Location with redwoods and Deodar cedar. Crown is asymmetrical extending to southeast. No significant defects observed. Vigor and foliage density are moderate.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
66	coast redwood	20	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
67	Deodar cedar	29	1	80'±	70'±	3.0	2.5	Mature tree with large crown. Multiple limb attachments form at 40'-50'. Vigor and foliage density are moderate.		3	Inspect upper crown for attachment defects. Cable, prune as required.	3 to 5	
68	Italian cypress	11"/11.5"	2	50'-65'±	25'±-35'±	2.5	2.5	Mature tree with low, co-dominant trunk structure. Trunk attachment appears sound. Vigor is moderately low. See comment for#53.		2	Crown clean.	3 to 5	
69	coast redwood	15.5	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
70	coast redwood	15.5	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
71 Jair and	coast redwood Associates	13.5	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56 <sub>Page 6 of 20</sub>		2	Structural pruning as required.	3 to 5	12/29

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72	Chinese dogwood (Cornus kousa)	3" @ 2'	1 (low)	15'±	15'±	3.0	3.0	Young tree with history of heading pruning cuts. Vigor and foliage density are moderate.		2	Structural pruning.	3 to 5	
73	coast redwood	3" @ 2'	1	15'±	10'±	3.0	3.0	Young tree in moderate vigor with no significant pest or disease issues.		2	Structural pruning as required.	3 to 5	
74	London plane tree	18	2 @ 7'	60'±	50'±	3.0	2.5	Shaded, co-dominant trunk structure with high-branched structure. Trunk union has wide attachment and appears stable. Five larger trees surround this tree.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
75	maidenhair tree (Ginkgo biloba)	17		45'±	45'±	3.0	3.0	Mature tree with wide, symmetrical crown form. No significant structural issues observed. Vigor and foliage density are moderate.		2	Limited crown reduction.	3 to 5	
76	crape myrtle	3	2@6'	15'±	6'±	2.5	2.5	Shade suppressed tree with co- dominant trunks forming at 6'.		2	Structural pruning.		
77	Japanese maple	3; 3.25; 3.75	3	15'±	25'±	3.0	3.0	Young tree with three trunk structure forming at 1' above grade. One trunk attachment is included. Vigor is generally good.		2	Limited structural and crown cleaning.	3 to 5	
78	coast redwood	14	1	50'±	20'±	3.0	3.0	See comments and recommendations for #56.		2	Structural pruning as required.	3 to 5	
79	coast redwood	1" @ 6"	1	6'±	2'±	3.0	3.0	New tree with normal vigor. Support staking need correction.	Correct staking.	1	Structural pruning as required.	3 to 5	
80	Italian cypress	32						Mature cypresses with most having		2	Crown clean.	3 to 5	
81	Italian cypress	16						multiple trunk structures. Long history		2	Crown clean.	3 to 5	
82	Italian cypress	10						of pruning to maintain narrow forms. Condition is variable between trees. These trees have not significant changed since 1996.		2	Crown clean.	3 to 5	
83	scarlet oak (Quercus coccinea)	11.5	1	60'±	40'±	3.0	2.5	Semi-mature tree in good vigor. One second trunk forms at 15'.	Reduce secondary trunk and check attachment.	2	Structural pruning.	3 to 5	
84	Italian cypress	4.5	1	20'-30'±	8"-10"	2.0	2.5			2	Crown clean.	3 to 5	
85	Italian cypress	3.5"/4.5"	2	20'-30'±	8"-10"	2.0	2.5	This group of our roce are your meaning!		2	Crown clean.	3 to 5	
86	Italian cypress	3"/3.5"/5"	3	20'-30'±	8"-10"	2.0	2.5	This group of cypress are very marginal in appearance with weak vigor and branch/twig dieback evident.		2	Crown clean.	3 to 5	
87	Italian cypress	2.5"/4.5"	2	20'-30'±	8"-10"	2.0	2.5			2	Crown clean.	3 to 5	
88	Italian cypress	5.5"	1	20'-30'±	8"-10"	2.0	2.5			2	Crown clean.	3 to 5	
89	Marina arbutus	2	1	15'±	6'±	3.0	3.0	Young tree in good vigor with no significant issues.		2	Shaping/structural pruning as required.	3 to 5	
90	Eucryphia spp.	5	1	12'±	6'	3.0	3.0	Young tree with very dense branching structure. Appears to have been previously topped.	Avoid severe pruning.	2	Structural pruning.	2 to 3	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
91	London plane tree	24.5	1	65'±	60'±	3.0	3.0	Mature tree with symmetrical crown form. No significant structural issues observed. Small cavity observed at base of one trunk.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
92	blue Atlas cedar (Cedrus atlantica 'Glauca')	19	1	60'±	45'±	3.0		Mature tree with single trunk structure. Branching is dense. Vigor and foliage density are good.	Check for multiple trunk leaders in upper crown.	3	Limited crown reduction using small diameter heading cuts in upper crown.	3	
93	scarlet oak	14.5	1	55'±	45'±	3.0	2.5	Semi-mature tree with lean in lower trunk due to probable asymmetrical root system. Co-dominant trunk form at 25'. Vigor and foliage density are moderate.	Monitor for soil lift or increasing lean.	2	Structural pruning.	3 to 5	
94	Elm (DED resistant) (Ulmus hybrid)	2.5	1	18'±	10'±	3.0	3.0	Young tree in good vigor with no significant issues.		2	Minor shaping/structural pruning.	3 to 5	
95	Western catalpa	43	1	50'±	50'±	3.0	2.0	Mature tree, recently crown reduced with heading and topping cuts. Subsequent epicormic sprouting occurring due to pruning. Lower trunk cavity present.	Consider removal and replacement.	3	Annual pruning to maintain size.	3 to 5	
96	Deodar cedar	24.5	1	70'±	50'±	3.0	3.0	Mature tree with single trunk structure. No significant structural issues observed. Vigor and foliage density are moderate.		3	Crown reduction and structural pruning.	3 to 5	
97	maidenhair tree	10"/15"		30'±	40'±	3.0	3.0	Wide, multiple trunk crown form with history of heading cuts. Epicormic sprouts formed. Female tree and fruit producing.	Evaluate nuisance level of fruit.	2	Reduce epicormic sprouts.	3 to 5	
98	London plane tree	16		65'±	50'±	3.0	3.0	Upright crown from. No significant structural issues except for limb extension over street.		3	Reduce limb over street and limited crown reduction.	3 to 5	
99	maidenhair tree	22		55'±	45'±	3.0	2.5	Mature tree with co-dominant trunks forming at 20'. One limb extends over street. Vigor and foliage density are moderate.		3	Reduce limb over street and limited crown reduction.	3 to 5	
100	London plane tree	19		65'±	50'±	3.0		Large tree with multiple limb attachments forming at 10'. Wide symmetrical crown form.		3	Thin limb extending over street and limited crown reduction.	3 to 5	
101	maidenhair tree	15		50'±	40'±	3.0		Single trunk tree with upright crown form. No significant structural issues.		2	Limited crown reduction.	3 to 5	
102	windmill palm (Trachycarpus fortunei)	5.5	1	30'±	10'±	2.5		This palm has not changed significantly since 1996. Vigor is low, but is not declining.		1	Routine dead frond removal.	2 to 3	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
103	elm (Ulmus spp.)	49	1	80'±	90'±	3.0		Mature tree with five trunk structure. Crown form is upright and then spreading. Upper crown branch density is dense. Possible water trap present between trunks. Excessive limb weight.	Possible cessation of Merit application. Consider as part of phased removal and replacement.	4	Crown and limb reduction.	2 to 3	DED fungicide injection.
104	California pepper (Schinus molle)	24	1	40'±	30'±	2.0	1.5	Shade suppressed tree with extensive internal decay and Gandoderma infection. Risk of structural failure.	Removal and replacement.	3			
105	London plane tree	22	1	60'±	50'±	3.0		Mature tree with upright crown form and multiple trunk attachments forming at 10'. High-branched structure with limited limb decay observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
106	maidenhair tree	25	1	50'±	40'±	3.0	2.0	Narrow, co-dominant trunk structure with included attachment. Reaction wood ridge and seam at union, although probably stable.		2	Limited crown reduction using small diameter heading cuts in upper crown. Brace trunk union.	3 to 5	
107	cork oak (Quercus suber)	31.5	1	65'±	45'±	3.0	2.5	Mature tree with two trunks formed at 35'. One large lateral growing trunk present. Possible failure potential.		3	Structural pruning and limited crown reduction.	3 to 5	
108	Autumn Blaze maple (Acer x freemanii 'Autumn blaze'	12.5	1	45'±	40'±	3.0	2.0	Semi-mature tree with multiple trunk attachments formed. Trunk unions are narrow and at risk of becoming included.		3	Structural pruning. 20% crown reduction.	3 to 5	
109	scarlet oak	23	1	65'±	50'±	3.0	2.5	Mature tree with secondary co- dominant trunks formed. East limb is extended.		2	Limited crown reduction. Reduce extended east limb.	3 to 5	
110	Norway spruce (Picea abies)	8.5	1	40'±	30'±	3.0	3.0	Smaller tree that has not changed significantly since 1996. Foliage density is good, although overall growth rate is low.		1	Crown clean as required.	5 to 7	
111	Mexican fan palm	16.5	1	100'±	20'±	3.0	3.0	Mature palm with no significant pest or disease issues observed.		2	Remove dead fronds.	3 to 5	
112	scarlet oak	15	1	50'±	50'±	3.0	3.0	Mature tree with dense limb and branch structure. No significant structural issues observed.		2	Crown clean.	3 to 5	
113	Catalina cherry (Prunus Iyonii)	9.25	1	30'±	25'±	3.0	2.0	Small tree with extensive trunk cavity. Appears stable.	Monitor. Tree could be considered for removal and replacement.	2	Limited crown clean.	3 to 5	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
114	Deodar cedar	20.5	1	65'±	50'±	3.0	2.5	Mature tree with single trunk structure. Good vigor and foliage density.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
115	Autumn Blaze maple	7.5	1	40'±	30'±	3.0	2.0	Semi-mature tree with multiple trunk attachments formed. Trunk unions are narrow and at risk of becoming included.		3	Structural pruning. 20% crown reduction.	3 to 5	
116	London plane tree	27	1	60'±	50'±	3.0	3.0	Mature tree with upright and symmetrical crown form. High- branched structure with limited limb decay observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
117	London plane tree	20.5	1	60'±	50'±	3.0	3.0	Mature tree with moderately asymmetrical crown form. No significant structural defects observed.'. High-branched structure with limited limb decay observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
118	Autumn Blaze maple	6.5	1	20'-25'	8'-12'±	2.0	2.0	This planting in the amphitheater has a		3	Crown cleaning and structural pruning.	3 to 5	
119	Autumn Blaze maple	6	1	20'-25'	8'-12'±	2.0	-	history of irrigation and drainage problems. Also problem with limb breakage (vandalism) and early		3	Crown cleaning and structural pruning.	3 to 5	
120	Autumn Blaze maple	7	1	20'-25'	8'-12'±	2.0	2.0	deciduous initiation.		3	Crown cleaning and structural pruning.	3 to 5	
121	Autumn Blaze maple	2.5	1	15'±	5'-7'±	2.5	2.5	New replacement tree. Potentially same issues will occur.		3	Structural pruning.	3 to 5	
122	blue dracaena (Cordyline indivisa)	14	1	30'±	25'±	3.0	3.0	Multiple trunk form with no significant structural issues. Tree is essentially unchanged since 1996.		1	Crown clean for appearance.	3 to 5	
123	western catalpa	25	1	40'±	40'±	3.0	2.0	Mature tree with significant decay and cavities. Heartwood is exposed. Increasing risk of failure.	Consider removal and replacement.	3		3 to 5	
124	southern magnolia	33	1	45'±	60'±	3.0	3.0	Mature tree with symmetrical crown. Limited branch dieback occurring. Dense root system. Decay at old pruning locations.	Inspect crown for decay.	2	Crown clean.	3 to 5	
125	Pacific big-leaf maple	12.5	1	35'±	35'±	3.0	3.0	Symmetrical crown form with no significant structural defects observed. History of root damage.		1	Crown clean as required.	3 to 5	
126	glossy privet (Ligustrum lucidum)	10"-12"	multi	60'±	50'±	3.0	2.0	Dense multiple trunk tree with one recent branch failure. Probable ongoing rick of branch failure.	Consider removal and replacement.	2	Crown clean.	2 to 3	

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127	southern magnolia	22	1	65'±	50'±	3.0	3.0	Mature tree with single trunk structure. No significant structural defects. Vigor and foliage density are good.	Inspect crown for decay.	2	Crown clean. Thin lower limb.	3 to 5	
128	California fan palm	127	1	75'±	20'±	3.0	3.0	Mature palm with no apparent indications of diamond scale infection.	Inspect for diamond scale infection.	4	Remove dead fronds.	2 to 3	Treat for diamono scale.
129	coast redwood	9.5	1	35'±	15'±	3.0	3.0			2	Structural pruning as required.	3 to 5	
130	coast redwood	16.5	1	60'±	25'±	3.0	3.0	Cluster of young coast redwoods. No significant structural issues observed.		2	Structural pruning as required.	3 to 5	
131	coast redwood	15	1	50'±	70'±	3.0	3.0	Vigor and foliage density are moderate.		2	Structural pruning as required.	3 to 5	
132	elm (Ulmus spp.)	42	1	70'±	90'±	3.0		and dense branching with epicormic sprouting in crown. Cavity and decay	Possible cessation of Merit application. Consider as part of phased removal and replacement.	4	Crown and limb reduction.	2 to 3	DED fungicide injection
133	Mexican fan palm	15.5	1	100'±	20'±	3.0	3.0	Mature palm with no significant pest or disease issues observed.		2	Remove dead fronds.	3 to 5	
134	Mexican fan palm	15.5	1	100'±	20'±	3.0	3.0	Mature palm with no significant pest or disease issues observed.		2	Remove dead fronds.	3 to 5	
135	Sierra redwood (Sequoiadendron giganteum)	48	1	80'±	50'±	2.5	3.0	Mature tree with ongoing Botryosphaeria infection affecting branches. Dense structure. No significant structural defects observed.		1	Limited crown clean.	5 to 7	
136	western catalpa	39	1	80'±	70'±	3.0	2.0	Mature tree with four trunks forming at 15-20'. Bowed limbs on northeast side. Old lower trunk decay with exposed heartwood and internal decay. Increasing risk of failure.	Consider removal and replacement.	3	Thin extended limbs by 20%.	3 to 5	
137	London plane tree	21	1	65'±	50'±	3.0	3.0	Typical issues as in other locations. Multiple trunk attachments at 10'. Symmetrical crown form. No significant structural defects observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
138	London plane tree	18	1	70'±	90'±	3.0	3.0	Single trunk structure with narrow, upright and high-branched structure.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
139	London plane tree	24.5	1	70'±	60'±	3.0	3.0	Symmetrical crown form with four trunks attached at 10' No significant structural defects observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
140	London plane tree	16	1	70'±	50'±	3.0	2.5	Co-dominant trunks form at 20'. Upright crown form.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
141	London plane tree	15	1	70'±	90'±	3.0	2.5	Narrow, asymmetrical crown form.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
142	London plane tree	17.5	1	70'±	50'±	3.0		Moderately asymmetrical and upright crown form. Old pruning wounds on lower trunk.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
143	London plane tree	14	1	70'±	40'±	3.0	2.5	Three trunks form at 10'. Upright and high-branched structure.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
144	cork oak	16	1	45'±	35'±	3.0		Semi-mature tree with crown impacted by adjacent elm (tree #147). No significant structural defects observed.		2	Crown cleaning and shaping after elm is pruned.	3 to 5	
145	liquidambar (Liquidambar styraciflua)	15	1	60'±	45'±	3.0	2.0	Co-dominant trunks form at15'. Growing below adjacent elm (#147). Tree is at age where limb drop is likely.	Inspect crown for defects.	3	Crown and limb reduction.	3 to 5	
146	Italian cypress	21	1	70'±	20'±	2.5	3.0	Old tree with dense structure. Limited branch and twig dieback occurring.		2	Crown clean.	3 to 5	
147	elm (Ulmus spp.)	48	1	80'±	100'±	3.0	2.0	Mature tree with wide, spreading crown. Bowed and horizontal limbs forms present. History of limb failure.	Possible cessation of Merit application. Consider as part of phased removal and replacement.	4	Crown and limb reduction.	2 to 3	DED fungicide injection.
148	London plane tree	28.5	1	70'±	60'±	3.0	3.0	Large, symmetrical crown form with three trunks. No significant structural defects observed.			Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
149	London plane tree	22	1	70'±	50'±	3.0		Upright crown form with no significant structural defects observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	

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150	London plane tree	11	1	65'±	30'±	3.0	20	Shade suppressed tree with high- branched structure. Vigor is weak.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
151	London plane tree	25	1	70'±	60'±	3.0	3.0	Multiple trunk attachments form at 8'. Symmetrical and upright crown form.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
152	London plane tree	30	1	70'±	60'±	3.0		Large plane tree with symmetrical crown form. Multiple trunk attachments form at 10'. Bowed limbs present.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
153	blue Atlas cedar	26	1	65'±	50'±	3.0	2.5	Mature tree with dense, narrow, three trunk crown structure. Vigor and foliage density are good.	Inspect upper crown for cracks or defects at trunk unions.	3	Limited crown reduction using small diameter heading cuts in upper crown. Structural pruning. Determine if cabling required.	3 to 5	
154	liquidambar	14	1	50'±	40'±	3.0		Three trunk structure. Vigor is high. History of pavement displacement. Increasing risk of branch drop.		3	Limited crown reduction using small diameter heading cuts in upper crown. Structural pruning.	3 to 5	
155	red oak (Quercus rubra)	25	1	70'±	50'±	3.0		Mature tree with symmetrical crown form. Secondary trunk has formed. Vigor and foliage density are moderate.		2	Limited crown reduction using small diameter heading cuts in upper crown. Structural pruning.	3 to 5	
156	pin oak	20	1	65'±	50'±	3.0		Mature tree with multiple trunk attachments forming at 20'. Symmetrical crown form.	Monitor for mistletoe infections. Control immediately.	2	Limited crown reduction using small diameter heading cuts in upper crown. Structural pruning.	3 to 5	
157	scarlet oak	19	1	45'±	50'±	3.0	2.5	Mature tree with multiple trunk attachments forming at 15'. Symmetrical crown form.		2	Limited crown reduction using small diameter heading cuts in upper crown. Structural pruning.	3 to 5	
	bald cypress	5'	1	20'±	15'±	3.0	3.0	Young tree in good vigor with no significant issues.		4	Monitor for double trunk formation.	3 to 5	12/20/2

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159	Elm (DED resistant) (Ulmus hybrid)	3"	1	20'±	15'±	3.0	2.5	Young tree. Embedded tree tie in trunk.	Remove tree tie.	2	Structural pruning.	3 to 5	
160	London plane tree	14.5	1	65'±	50'±	3.0		Single trunk structure with high- branching. Pruning wound present with possible decay.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
161	London plane tree	15	1	65'±	50'±	3.0	2.5	Three trunks format 8'. Two decayed pruning wounds with internal cavity. Asymmetrical crown growing over play area.	Resistograph.	3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
162	London plane tree	17	1	65'±	50'±	3.0		Upright crown form with multiple trunk attachments forming at 6'. No significant structural defects observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
163	London plane tree	19	1	65'±	50'±	3.0	2.5	Moderately asymmetrical crown form with multiple trunk attachments forming at 6'. No significant structural defects observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
164	Deodar cedar	41	1	90'±	60'±	3.0	2.0	Mature tree with co-dominant trunks forming at 40'. Trunks are cabled. Large horizontal limb. History of heading cuts. One large vertical limb is growing at location of previous heading cut. Vigor and foliage density are moderate.		3	Crown reduction and structural pruning. Check condition of cable.	3 to 5	
165	Chinese pistache (Pistacia chinensis)	10.25	1	30'±	30'±	3.0	2.5	Young tree with co-dominate trunks forming at 6'. Union is included with internal fracture. Tree is cabled and braced.	Tree should eventually be replaced due to trunk defect.	3	Reduce smaller trunk.	3 to 5	
166	Chinese pistache	3.5	1	20'±	20'±	3.0	3.0	Young tree in good vigor with no significant issues.		1	Periodic preventative pruning.	3 to 5	
167	Deodar cedar	42	1	90'±	60'±	3.0		Mature tree with dense branch structure. Vertical limb growing at previous heading cut. Girdling root on east side of trunk.		3	Crown reduction and structural pruning.	3 to 5	
168	London plane tree	17	1	55'±	40'±	3.0		Symmetrical crown form in good structural condition. No significant structural issues.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	

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169	Deodar cedar	27.5	1	90'±	60'±	3.0	2.0	Mature tree with moderately dense limb structure. Co-dominant trunk in upper crown. Asymmetrical root structure and girdling root present. Tree is stressed with twig and dieback occurring.		3	Crown reduction and structural pruning.	3 to 5	
170	elm (Ulmus spp.)	52.5	1	100'±	80'±	3.0		Mature tree with three trunks forming at 8'-10'. History of pruning with decay at old pruning wounds. Extensive crossing and bowed limbs in upper crown. Good lower trunk flare with buttresses. West trunk has decay on tension side of trunk/	Possible cessation of Merit application. Consider as part of phased removal and replacement.	4	Crown reduction and structural pruning.	2 to 3	DED fungicide injection
171	Japanese maple	5'11	1	10'±	15'±	3.0	3.0	Young tree with low, multiple trunk structure. No significant defects. Vigor is good.		2	Limited structural and crown cleaning.	3 to 5	
172	elm (Ulmus spp.)	16.5/21	1	70'±	45'±	2.0	2.0	Mature tree with co-dominant trunk structure. History of topping cuts. Vigor is low with branch and twig dieback occurring as well as epicormic sprouting. Severe impact from pond construction.	Removal and replacement due to decline from root loss.	4			
173	Japanese maple (Sango Kaku)	3 (low)	1	7'±	5'±	3.0	2.5	Young tree with low branch structure. Wound on lower trunk from branch breakage. Vigor is moderate.		2	Limited structural and crown cleaning.	3 to 5	
174	eastern redbud (Cercis canadensis)	5	1	20'±	20'±	3.0	2.0	Young tree with split in trunk. Trunk is braced. Vigor is still moderate.	Tree should eventually be replaced due to trunk defect.	2	Prune to control size.	1 to 2	
175	California bay laurel (Umbellularia californica)	23/32	2	50'±	50'±	2.0	2.0	History of topping cuts. Bark loss	Resistograph trunk to evaluate extent of internal decay. Tree may require removal.	4	Crown clean if retained.	3 to 5	
176	Japanese maple	1"-3"	multi	20'±	20'±	3.0	2.5	Dense multiple attachments at 5'. One torn branch present. Vigor is moderate.		2	Limited structural and crown cleaning.	3 to 5	
177	Japanese maple	35	1	15'±	15'±	3.0	3.0	Young tree with no significant structural issues. Vigor and foliage density are moderate.		2	Limited structural and crown cleaning.	3 to 5	
178	London plane tree	20	1	60'±	50'±	3.0	2.5	Mature tree with symmetrical crown form. Three trunks form at 8'. Pruning wounds with decay or at base of trunk attachments. Page 15 of 20		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	12/29

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179	California fan palm	29.5	1	80'±	20'±	2.0	2.5	Mature palm with possible diamond scale infection. Dead fronds present.	Inspect for diamond scale infection.	4	Remove dead fronds.	2 to 3	Treat for diamond scale.
180	London plane tree	20.5	1	60'±	45'±	3.0	2.5	Mature tree with 6 trunks forming at 7'- 8'. High-branched structure. One decayed pruning wound present.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
181	Japanese maple	6	1	15'±	15'±	3.0	3.0	Young tree in good vigor. Low, multiple trunk structure.		2	Limited structural and crown cleaning.	3 to 5	
182	elm (Ulmus spp.)	32	1	80'±	50'±	3.0	2.0	Reaction ridge present at trunk union.	Removal and replacement due to decline from root loss.	4			
183	Japanese maple	6	1	15'±	15'±	3.0	3.0	Young tree in good vigor. Low, multiple trunk structure.		2	Limited structural and crown cleaning.	3 to 5	
184	elm (Ulmus spp.)	33.5	1	90'±	70'-80'±	3.0	2.0	Mature tree with large crown. Recent large diameter limb failure and subsequent pruning. Tree has history of pruning with limb and trunk decay often occurring at old pruning wounds. Vigor and foliage density are good.	Possible cessation of Merit application. Consider as part of phased removal and replacement.	4	Crown reduction and structural pruning.	2 to 3	DED fungicide injection.
185	tulip tree (Liriodendron tulipifera)	15.5	1	60'-65'±	30'±	3.0	2.0	Semi-mature tree with narrow structure. Co-dominant trunks form at 30'		3	Remove one trunk. 20% crown reduction.	3 to 5	
186	tulip tree	19	1	80'±	40'±	3.0	2.5	Semi-mature tree with narrow, high- branched structure. Limited branch dieback occurring, otherwise moderate vigor and foliage density. Multiple trunks appear to be forming in upper crown.		3	Inspect upper crown. 20% crown reduction.	3 to 5	
187	silver maple	35	2 @ 6'	65'±	70'±	3.0	2.0	Mature tree with co-dominant trunks forming at 6'. Reaction ridge present. Secondary co-dominant trunks are present. Large extended limbs present. Marginal wound wood healing on large pruning cut on lower trunk.	Consider phased removal and replacement.	4	Reduce extended limbs.	3 to 5	

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188	Douglas fir (Pseudostuga menziesii)	36	1	100'±	60'±	3.0	2.5	Mature tree with no significant structural defects observed. Possible root impact at sidewalk repair. Probable root pruning occurred. History of root damage. Limited crossing roots present. Vigor and foliage density are moderate.	Avoid root damage. Monitor tree for signs of stress including twig and branch dieback and loss of foliage or change in foliage color.	2	Dead limb removal as required.	3 to 5	
189	silver maple	22	1	50'±	50'±	3.0	2.0	Mature tree with asymmetrical crown extending to West 1st street. Tree has history of pruning. One girdling root present.	Consider phased removal and replacement.	4	Crown and limb reduction.	3 to 5	
190	elm (Ulmus spp.)	19; 21	2	70'±	60'±	3.0	2.0	Mature tree with co-dominant trunks. Shallow reaction wood ridge present. Moderately bowed limb extends towards street.	Possible cessation of Merit application. Consider as part of phased removal and replacement.	4	Reduce end weight. Possible cable required.	2 to 3	DED fungicide injection.
191	silver maple	22	1	60'±	60'±	3.0	2.5	Mature tree with multiple trunks forming at 6'-8'. Bowed limbs present and extending over street. Seam extending to heartwood on west side of trunk.	Consider phased removal and replacement.	4	Reduce end weight.	3 to 5	
192	silver maple	31.5	1	70'±	60'±	3.0	2.5	Mature tree with co-dominant trunks formed at 9'. Previous a three trunk tree with one removed. Large pruning wound. Numerous seams on lower trunk. Generally upright trunk structure. One large limb extends to the street.	Consider phased removal and replacement.	4	20% crown reduction and reduce end weight.	3 to 5	
193	Pacific big-leaf maple	23	1	40'±	35'±	3.0		Originally the tree had thee trunks with two now removed. Decay present at pruning wounds, although tree appears stable.	Resistograph trunk for decay.	3	Limited crown reduction.	3 to 5	
194	windmill palm	6	1	15	6	3.0	3.0	Mature palm with no significant pest or disease issues observed.		1	Routine dead frond removal.	3 to 5	
195	pin oak	18	1	70'±	60	3.0	2.5	Semi-mature tree with second trunk forming at 30'. Other wise no significant structural issues. Vigor and foliage density are moderate.	Monitor for mistletoe infections. Control immediately.	2	Structural pruning.	3 to 5	
196	pin oak	12	1	50'±	45'±	3.0	3.0	Young tree in good vigor with no significant issues.	Monitor for mistletoe infections. Control immediately.	2	Periodic structural pruning and crown cleaning as required.	3 to 5	

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197	London plane tree	19	1	65'±	45'±	3.0		Upright crown form with multiple trunk attachments forming at 6'. No significant structural defects observed.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
198	London plane tree	17.5	1	65'±	40'±	3.0		Upright and high-branched crown form with thee trunks forming at 6'-7'. Small cavity present on east side.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
199	London plane tree	18	1	65'±	40'±	3.0	2.5	Upright crown from. Pruning wound on south side.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
200	London plane tree	18; 22	2	65'±	45'±	3.0		Moderately asymmetrical crown extending to the west. Co-dominant trunks form at 4.5'.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
201	London plane tree	23	1	65'±	50'±	3.0		Generally symmetrical crown form with four trunks forming at 6'.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
202	London plane tree	14.5	1	55'±	45'±	3.0		High-branched crown structure with three trunks forming at 7'. Small cavities present at old pruning wounds.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
203	London plane tree	14	1	60'±	35'±	3.0		Single trunk with high-branched structure. Pruning wound with fungal conk on southeast side. Tree appears stable.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
204	London plane tree	3	1	10'±	8'±	2.5	3.0	Young tree in marginal health due to mildew and anthracnose foliar infections. Vigor is low to moderately low.	Remove support staking.	3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
205	London plane tree	15.5	1	60'±	45'±	3.0		Symmetrical crown form with open and moderately contorted limb structure.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
206	coast redwood	34.5	1	80'±	45'±	3.0	3.0	Semi-mature tree in moderate vigor. No significant structural defects observed.		2	Inspect for double leader formation in upper crown.	3 to 5	

Tree Tag Number	Common Name (Botanical Name)	Trunk Diameter (@ 4.5')	# of Trunk s	Crown Height (approx.)	Crown Diameter (approx.)	Health Rating	Structural Rating	Observations	General Recommendations	Maintenance Priority Rating	Pruning Recommendations	Pruning Frequency (in Years)	Pest and Disease Control
207	manna gum (Eucalyptus viminalis)	36"	1	35'±	35'±	2.0	2.0	Old tree with recent large limb failure. Contorted limb structure with large gall on lower trunk. Eucalyptus tortoise beetle foliage damage.	Consider removal and replacement.	2			
208	blue gum (Eucalyptus globulus)	103	1	120'±	100'±	2.0	2.0	Mature tree with multiple trunk structure and dense branching. Previously considered in moderate health. This year tree has significant branch and twig dieback. Laboratory analysis did not isolate a pathogen, with edema suggested as cause. Significant eucalyptus tortoise beetle foliar damage present. This species has a high risk of limb failure, although this tree has not been problematic in the last 15 years.	Monitor for increase in branch dieback and vigor. Regular crown inspection recommended.	3	Periodic crown cleaning.	3 to 5	Possible
209	plum (Prunus spp.)	13.5	1	25'±	20'±	2.0	2.0	Old tree in marginal health and structural condition. Significant branch dieback occurring. Extensive galls on trunk.		1	Crown clean for appearance.	2 to 3	
210	California fan palm	31	1	45'±	15'±	2.0	2.5	Mature palm with old trunk damage from climbing spikes. Possible diamond scale infection.	Inspect for diamond scale infection.	4	Remove dead fronds.	2 to 3	Treat for diamond scale.
211	Mexican fan palm	13	1	100'±	15'±	3.0	3.0	Mature palm with no significant pest or disease issues observed.		2	Remove dead fronds.	3 to 5	
212	silver maple	27	1	60'±	60'±	3.0	2.5	Mature tree with symmetrical crown form. Large diameter trunk extends over bus stop. Trunk is extended and moderately bowed.	Consider phased removal and replacement.	4	Reduce trunk. Crown reduction.	3 to 5	
213	southern magnolia	7; 12	2	40'±	30'±	3.0	2.5	Low, two trunk structure with significant pruning wound at driveway curb. Growing under shaded conditions with open and moderately contorted limb structure. Vigor and foliage density are moderate.	Inspect crown for decay.	2	Crown clean.	3 to 5	
214	silver maple	30	1	70'-75'±	70'-80'±	3.0		Mature tree with extended trunk. History of pruning with numerous decayed old wounds. Possible decay at trunk union.	Inspect crown for defects. Resistograph trunk union. Consider phased removal and replacement.	4	Crown and limb reduction.	3 to 5	
215	scarlet oak	17	1	60'±	50'±	3.0	2.5	Semi-mature tree with co-dominant trunks forming at 12'. Trunk union appears partly included with seam presentage 19 of 20		2	Structural pruning.	3 to 5	

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216	London plane tree	16.5	1	65'±	50'±	3.0	2.5	Upright and high-branched crown form with thee trunks forming at 8'.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
217	London plane tree	24.5	1	65'±	50'±	3.0		Large tree with multiple trunk attachments forming at 8'. High- branched structure. Fused trunks present.			Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
218	London plane tree	15	1	60'±	45'±	3.0	2.5	Two trunk, high-branched structure moderately asymmetrical to northeast.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
219	London plane tree	20	1	65'±	50'±	3.0	2.5	Multiple trunk attachments form at 6'. Moderately asymmetrical to east. Wide crown structure. No significant structural defects.		3	Limited crown reduction using small diameter heading cuts in upper crown.	3 to 5	
220	Italian cypress							Six cypresses in variable condition. One is very marginal with extensive dieback occurring. All are regularly pruned. Shade west sides are were dieback is generally occurring.	Protect lower trunks from mower/trimmer damage. Marginal tree may eventually need replacement.	2	Light shearing as required.	annual	
	Canary Island palm (Phoenix canariensis)	22	1	65'±	25	3.0	2.0	Mature palm with no apparent indications of diamond scale infection. Old lower trunk damage present. Vigor is good.	Inspect for diamond scale or other fungal infections. Inspect for rodent infestation in crown.	3	Remove dead frond as needed.	2 to 3	Fungicide treatments as required. Rodent control as required.