

DATE SUBMITTED 11/10/2020  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 11/18/2020

COUNCIL ACTION (X)  
 PUBLIC HEARING ( )  
 REQUIRED RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS 8

**IMPERIAL CITY COUNCIL  
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:  
 SUSPEND EMERGENCY ACTION TO REMOVE OF A CLUSTER OF EUCALYPTUS TREES LOCATED ALONG THE NORTH SIDE OF NECKEL ROAD.  
 1. SUSPEND EMERGENCY ACTION PER RESOLUTION 2020-59 FOR THE REMOVAL OF A CLUSTER OF EUCALYPTUS TREES LOCATED ALONG THE NORTH SIDE OF NECKEL ROAD.

DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT

BACKGROUND/SUMMARY:  
 A cluster of Eucalyptus trees located at the north side of Neckel Road and Rodeo Drive intersection are dead or dying and the continued deterioration in the condition of the trees is resulting in tree debris falling onto Neckel Road and if such deterioration is allowed to continue unabated, the amount, size and frequency of the debris falling on Neckel Road could increase. Said falling tree debris would potentially expose persons and property to injury and damage.  
 On September 16, 2020 City Council adopted Resolution 2020-59 authorizing the city manager to take such action as may be necessary in response to said emergency.  
 IID used their landscaping contractor Utility Tree Service, Inc. to trim the highest and more hazardous branches of said trees at no cost to the City.  
 During the week of November 2<sup>nd</sup>, Primo Construction & Services Inc. disposed and demolished the trees, see Exhibit 1.

|  |                                    |
|--|------------------------------------|
| FISCAL IMPACT:<br>\$35,000 LTA Measure 'D' Funds | ADMIN SERVICES SIGN INITIALS _____ |
|--|------------------------------------|

|   |                          |
|---|--------------------------|
| STAFF RECOMMENDATION:<br>Staff recommends suspension of emergency action. | DEPT. INITIALS <u>OM</u> |
|---|--------------------------|

|   |                                    |
|---|------------------------------------|
| MANAGER'S RECOMMENDATION:<br><u>ATM</u> | CITY MANAGER'S INITIALS <u>ATM</u> |
|---|------------------------------------|

MOTION:  
 SECONDED:  
 AYES:  
 NAYES:  
 ABSENT:

APPROVED ( )  
 DISAPPROVED ( )  
 REJECTED ( )  
 DEFERRED ( )  
 REFERRED TO:

Exhibit I

# Primo Construction & Services, Inc

Contractors License #899648

665 Marilyn Ave. Brawley, CA 92227 (760)-344-8500 Phone (760)344-8555 Fax (760)482-8538 Cell  
primoconstruction@sbeglobal.net

|                                 |  |
|---------------------------------|--|
| <b>Date:</b> 10/28/2020         | <b>Plans Drawn By:</b> N/A               |
| <b>Submitted To:</b> Eddie Self | <b>Quote Number:</b> 20133               |
| <b>Project:</b> Demo Trees      | <b>Job Location:</b> Neckel Rd. & Hwy 86 |

## PROPOSAL

We propose to furnish and install all labor, material and equipment to perform the following items of work, subject to the terms and conditions stated hereon.

| Item | Description  | Amount                     |
|------|--|----------------------------|
|      | <b>Primo Construction proposes to demo &amp; dispose of Four (4) Eucalypts trees &amp; Two (2) Palm trees fully grown. All equipment &amp; labor included in total cost.<br/>Cost is @ Prevailing Rate.<br/>NOTE: Trees stumps are note accepted @ dump site, Primo Construction will transport Tree Stumps to City of Imperial designated site.</b> |                            |
|      |  | <b>TOTAL: \$ 35,000.00</b> |

## Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within (30) thirty days.
2. Unless expressly provided above, this quotation does not include: (a) permits, including any required fees or bonds; (b) engineering, testing or staking; (c) bond premiums.
3. Unless expressly included in above listing of work to be done, unusual site conditions shall be deemed cause for additional compensation, and cessation of work until agreement for same has been reached.
4. If the work provided herein is not commenced within two months of acceptance, Primo Construction & Services Inc. may elect not to be bound to perform.
5. If suit is commenced to enforce any provision hereof or for damages for breach hereof, the accepting party will pay, in addition, reasonable attorneys' fees and costs, expenses of preparing and prosecuting such suit.
6. One week written notice to commence this work provided herein will be given.
7. In the event of rescission of this agreement by the accepting party prior to the commencement of work, Primo Construction & Services Inc. will be paid as liquidated damages. On the account of extreme difficulty of ascertainment of actual damages, the sum will be equal to 20% of the total contract price. In the event of rescission following commencement of work, Primo Construction & Services, Inc. will be paid for work done and materials supplied, a percentage of the total contract price in proportion as the amount of such work and materials relates to the total job and also will be paid 20% of a sum computed by subtracting from the total contract price the sum owing for completed work and materials.
8. Owner assumes all responsibility and shall notify Primo Construction & Services, Inc. in writing of the location and depth of all underground utilities.
9. This agreement expresses the entire agreement between the parties. Changes shall be in writing signed by both parties.
10. Proposal is based on plans identified above.

## Acceptance of Proposal

|                |              |
|----------------|--------------|
| Name and Title | Company Name |
| Date           | Signature    |