

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of October 22, 2008 for reference purposes only, pursuant to Resolution No. RES-08-0126 adopted by the City Council of the City of Long Beach at its meeting on October 7, 2008, by and between WEST COAST ARBORISTS, INC., a California corporation ("Contractor"), with a place of business at 2200 East Via Burton Street, Anaheim, California 92806, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to acquire tree trimming maintenance services; and

WHEREAS, the City of Agoura Hills issued a Request for Proposals for Professional Tree Trimming Maintenance Services and entered into a contract with West Coast Arborists ("Agoura Hills Contract") for the tree trimming maintenance services; and

WHEREAS, Resolution No. RES-08-0126 authorizes the City Purchasing Agent to acquire tree trimming maintenance services from Contractor by virtue of the Agoura Hills Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The Agoura Hills Contract with Contractor is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Agoura Hills Contract shall be applicable here except as follows:

A. Wherever the Agoura Hills Contract refers to the City of Agoura Hills, it shall be deemed to refer to the City of Long Beach.

B. Contractor shall sell, furnish and deliver to the City tree trimming maintenance services of substantially the same type and kind purchased

1 by the City of Agoura Hills and on the same terms and conditions offered to the
2 City of Agoura Hills, except as modified by Exhibit "A" attached to and
3 incorporated in this Agreement, for an amount not to exceed One Million Sixty
4 Thousand Dollars (\$1,060,000.00), including tax.

5 C. The term of this Agreement shall commence at midnight on
6 November 3, 2008, and shall terminate at 11:59 p.m. on November 2, 2011, with
7 the option of renewing for two (2) additional one (1) year periods, plus a twenty-
8 five percent (25%) contingency if necessary and if funds are available. To the
9 extent that the Agoura Hills Contract and this Agreement are inconsistent, the
10 following priority shall govern: (1) this Agreement and (2) the Agoura Hills
11 Contract.

12 D. Payment for the tree trimming maintenance services
13 purchased from Contractor by the City shall be made by the City on delivery to and
14 acceptance of the tree trimming maintenance services by the City and submittal of
15 an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

16 E. All warranties shall accrue to the City of Long Beach.

17 F. The parties may, by mutual agreement, amend this
18 Agreement with the approval of the City's City Council.

19 2. Neither this Agreement nor any money that becomes due to
20 Contractor under this Agreement may be assigned by Contractor without the prior written
21 consent of the City Manager or his designee.

22 3. Any notice given under this Agreement shall be in writing and
23 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
24 delivered or mailed to Contractor at the relevant address first stated above, and to the
25 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
26 Notice shall be deemed given three days after deposit in the mail.

27 4. The terms appearing on the Agoura Hills Contract are incorporated
28 in this Agreement.

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1 5. Contractor shall cooperate with the City in all matters relating to self-
2 accrual of use tax. Contractor shall contact the City Treasurer for additional information
3 regarding self-accrual.

4 6. This Agreement and all documents which are incorporated by
5 reference in this Agreement constitute the entire understanding between the parties and
6 supersede all other agreements, oral or written, with respect to the subject matter of this
7 Agreement. If there is any legal proceeding between the parties to enforce or interpret
8 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
9 be entitled to its costs and expenses, including reasonable attorney's fees.

10 IN WITNESS WHEREOF, the parties have caused this document to be duly
11 executed with all formalities required by law as of the date first stated above.

12 WEST COAST ARBORISTS, INC., a
13 California corporation

14 _____, 2008 By 

15 Patrick Mahoney, President
16 (Type or Print Name)

17 _____, 2008 By _____

18 Richard Mahoney, Asst. Secretary
19 (Type or Print Name)

20 "Contractor"

21 CITY OF LONG BEACH, a municipal
22 corporation

23 Assistant City Manager

24 By  _____

25 City Manager

26 "City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

27 This Agreement is approved as to form on 11-5, 2008.

28 ROBERT E. SHANNON, City Attorney

 By  _____

 Deputy

EXHIBIT “A”

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND
WEST COAST ARBORISTS, INC.**

THIS AGREEMENT is made and effective as of May 15, 2008, between the City of Agoura Hills, a municipal corporation ("City") and West Coast Arborists, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on July 1 2008, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Consultant shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$70,000 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Contract Price. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for

services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to

examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. **INDEMNIFICATION**. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

9. **INSURANCE REQUIREMENTS**. Consultant 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 by the Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney,

voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: **City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager**

To Consultant: **West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Attention: Patrick Mahoney, President**

14. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

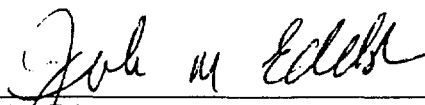
17. **PROHIBITED INTEREST.** No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

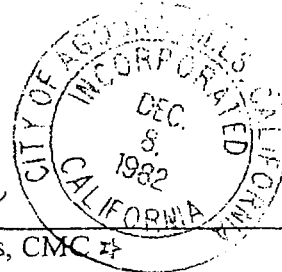


John M. Edelston,
Mayor

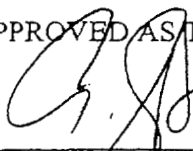
ATTEST:



Kimberly M. Rodrigues, CMC #
City Clerk



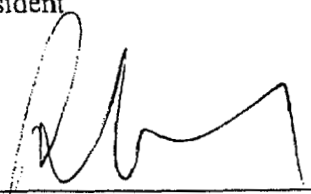
APPROVED AS TO FORM:



Craig A. Steele,
City Attorney

CONSULTANT

West Coast Arborists Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Patrick Mahoney, President
(714) 991-1900
(800) 521-3714
(714) 956-3745 (Fax)



By: _____
Name: Patrick Mahoney
Title: President

By: _____
Name: Richard Mahoney
Title: Assistant Secretary

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) are attached

EXHIBIT "A"
SCOPE OF WORK &
GENERAL CONDITIONS/SPECIFICATIONS

**WORK IDENTIFICATION: Tree Maintenance and Inventory/Audit Services in the
City of Agoura Hills**

ARTICLE NO.	PAGE NO.
1. Definitions	19
1.1 General Construction	19
1.2 Terms Defined	19
2. Work and Material Requirements	20
2.1 Use of Premises	20
2.2 Warranty	20
2.3 Liens	21
2.4 Manufactures Recommendations	21
2.5 Certificates of Compliance	21
3. Maintenance Schedule and Commencement of Work	21
3.1 Proposed Maintenance Schedule	21
3.2 Beginning of Work	22
3.3 Starting of Contract Time	23
4. Subcontracting	23
4.1 Subcontractors Bound by Contract	23
4.2 City Consent to Subcontractors	23
5. Contractor's Responsibilities.....	23
5.1 Contractor's Responsibilities.....	23
6. Authority of the Engineer	24
6.1 General Authority	24
6.2 Interpretation of drawings and Specifications	24
6.3 Inspections	24
6.4 Disputes pertaining to Payments for Work	24
6.5 Traffic Requirements	25
6.6 Deductions for Uncorrected Work	25
6.7 Certificate as to Compliance with Certain Regulations	25
7. Assignment of Rights	26
7.1 Assignment to City.....	26
7.2 Agreement to Assign	27
8. Prohibited Interests	27
9. Maintenance Standards and Specifications	27

GENERAL CONDITIONS/SPECIFICATIONS

1. Definitions

1.1 General Construction

Terms defined herein, which are used in other Contract Documents, have the meaning assigned herein, unless the context requires a different meaning.

Words used herein in the masculine gender include the feminine and neuter, and visa versa; the singular includes the plural, and visa versa. The word "person" includes a corporation, association or partnership.

Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, terms and phrases having a well known or technical meaning shall be so construed.

1.2 Terms Defined

Acceptance: The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the specification and any modifications thereof.

Addendum: the modification of the specifications issued to all prospective bidders during the period when necessary change, correct, clarify, or further define and phase of the work.

Bidder: An individual, firm, partnership, corporation, and combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City: the City of Agoura Hills, County of Los Angeles.

City Clerk: The City Clerk of City.

City Council: The City Council of City.

Engineer: The Engineer of the City or his/her duly authorized designee, agents, representatives or inspectors.

Contractor: The successful bidder to whom the contract is awarded.

Days: calendar days, unless business days and workdays, are expressly specified.

Materials: Any material, equipment, appliance, process, item or article of any nature whatsoever installed or incorporated into the work or provided to City under the contract.

Project: The project is the total improvement, of which the work performed under the contract may be the whole or a part.

Special Conditions: Any provision in the Contract Documents that supplements, modifies and, when in conflict, supersedes these General Conditions/Specifications.

Subcontractor: Any Subcontractor under Contractor.

Work: That which is proposed to be maintained under the contract, in strict accordance with the Contract Documents, including the furnishing of all necessary or convenient tools, equipment, material, labor and transportation.

Working Days: A working day is defined as any day, except Saturdays, Sundays, legal holidays and except days when work is suspended by the Engineer, and any other day determined to be non-working in accordance with the Contract Documents.

2. Work and Material Requirements

2.1 Use of Premises

(a) Contractor shall confine all tools and equipment, the storage of materials, and the operation of workers to areas designated by the Engineer or city representative

(b) With respect to an premises, toll or equipment of City made use of in the performance of the contract Contractor shall have inspected the same prior to use, have accepted them in good and safe condition and have agreed to maintain them in a safe condition for the protection of workmen while using them during the performance of the work.

2.2 Warranty

(a) The labor and material bond must remain in effect until expiration of six months after the period in which verified claims may be filed as provided in section 3184 of the California Civil Code, and the performance bond must be paid up and in effect for six-months after the release of the job by City in accordance with the guarantee required in Subsection 2.5(b).

(b) Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all work for a period of six months after the date of release of work by City, unless a longer period is specified.

(c) In the event Contractor fails to commence corrective maintenance work within ten (10) days after being notified in writing to do so by the Engineer and prosecute the corrective maintenance work to timely completion, City may proceed to have defects corrected and made good at the expense of Contractor who shall pay cost and charges therefore immediately on demand.

(d) If, in the opinion of the Engineer, defective work creates a condition, which requires immediate corrective work the Engineers shall attempt to give notice, required by this section. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by the Engineer, City may,

notwithstanding the provisions of this Section, proceed to make such corrective work, and Contractor shall be liable for costs of such corrective work. Such action by City will not relieve Contractor of the warranties and guaranties provided in the Section or elsewhere in the contract.

(e) This section does not in any way limit the warranty or guaranty on any material for which a longer warranty or guaranty is specified in the Contract Documents or on any item for which a manufacture give a warranty or guaranty fro a long period. Contractor shall furnish the Engineer with all appropriate warranty and guaranty certificates upon release of the work.

2.3 Liens

No materials, supplies, tools or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all materials installed or incorporated in the work by the Contractor or any subcontractor and agrees upon completion of all work to deliver premises, together with all improvements and appurtenance constructed or placed thereon by him or her, to City free from any claim, liens, or charges. Contractor further agrees the neither he nor any person, firm, or corporation furnishing any materials, supplies, tools, equipment or labor for any work covered by this contract shall have any right to lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this article, however shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or and rights under any law permitting such persons to look to funds due Contractor in the hands of City, and this provision shall be inserted in all subcontracts and material contracts when no formal contract is entered into for such material.

2.4 Manufacture's Recommendations

Where the manufacture of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be complied with, except where the contract documents specifically requires deviations.

2.5 Certificates of Compliance

The Engineer may require certificates of compliance with the Specifications for materials or manufactured items produced outside of the job site. Such certificates will not relieve the Contractor from the requirements of providing materials and manufactured items complying with the specifications even though they have been incorporated into the job.

3. Maintenance Schedule and Commencement of Work

3.1 Proposed maintenance Schedule

(a) After notification of award and prior to the start of any work, Contractor shall submit to the Engineer for approval the proposed maintenance schedule. The maintenance schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated scheduling days of various activities, procurement of materials and scheduling of equipment. The maintenance schedule shall reflect completion of all work under the contract within the specified time and in accordance with these specifications.

(b) If Contractor desires to make a major change in its method of operation after commencing maintenance, or if schedules fail to reflect the actual progress, it shall submit to the Engineer a revised maintenance schedule in advance of beginning revised operations.

3.2 Beginning of Work

(a) The delivery to City, for execution and approval of the contract documents properly executed on behalf of Contractor and surety, shall constitute Contractor's authority to enter upon the site of the work and to begin operations, subject to its assumption of the risk of the disapproval of the contract, as herein provided, and subject also to the following

(1) Contractor shall have received a receipt in writing for the properly executed contract documents, including bonds and certificates of insurance.

(2) City may, for any reason, order Contractor not to enter upon the site of the work, which order shall nullify the authority of Contractor to enter upon the site prior to receipt of the Notice to Proceed.

(3) Notice in writing of Contractor's intention to start work prior to approval, specifying the date on which he intends to start, shall be given to the Engineer at least 24 hours in advance.

(4) Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these general conditions/specification and special conditions.

(5) Entry upon site without authority will be treated as trespassing.

(6) Should Contractor begin work in advance of receiving notice that the contract has been approved as provided above, any work performed by him in advance of the said date of approval shall be considered as having been done by him at his own risk and as a volunteer unless said contract is so approved

(7) Contractor may start work at any time after the Notice to Proceed is issued, but work shall begin within the number of days indicated on the Bid Proposal after the starting date for the contract, or at such other times as may be indicated in the special conditions.

(8) If required by the special conditions, Contractor shall start maintenance operations on that part of the project designated by the Engineer.

(9) The work shall be conducted in such a manner and with sufficient materials, equipment, and labor to ensure its completion in accordance with the specification within the time set forth in the contract.

3.3 Starting of Contract Time

As soon as practicable after the contract has been executed by both parties, a Notice to Proceed will be issued by City stating the starting date of the contract time will be 30 calendar days after the Notice to Proceed is issued, unless otherwise proved in the special conditions.

4. Subcontracting

4.1 Subcontractors Bound By Contract:

Contractor agrees to bind every Subcontractor by the terms of the contract as far as such terms are applicable to the Subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to City for acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such Subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between and subcontractor and City.

4.2 City Consent to Subcontractors

City's consent to, or approval of, any Subcontractor under the contract shall not in any way relieve Contractor of its obligation under the contract and no such subcontract or approval thereof shall be deemed to waive any provision of the contract between City and Contractor.

5. Contractor's Responsibilities

Contractor shall ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by City in prosecution of project to the end that Contractor may perform the contract in consideration of such other contracts, if any.

Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with others. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, Contractor shall inspect and promptly report to the

Engineer any defect in such work that render it unsuitable for such proper execution and results. Its failure so to do shall constitute a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

6. Authority of the Engineer

6.1 General Authority

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the drawings and specifications, and all questions as to the acceptance fulfillment of the contract on the part of Contractor, and as to compensation. His/her decisions shall be final and it shall have authority to enforce and make effective decisions and orders.

6.2 Interpretation of Drawings and Specifications

The Engineer shall interpret the meaning of any part of the drawings and specifications about which any misunderstanding may arise and his/her decision will be final. Should there appear to be any error or discrepancy in or between the drawings and specifications, Contractor shall refer the matter to the Engineer for adjustment before proceeding with the work. Should Contractor proceed with the work without so referring the matter, it does so at its own risk.

6.3 Inspection

(a) The Engineer shall have full access to all operations involving work under the contract and shall be provided reasonable advanced notice of the time and place of operations which he desires to observe.

(b) All work shall be under observation of the Engineer. He/she shall have free access to any or all parts at any time. Contractor shall furnish the Engineer reasonable facilities for obtaining such information as may be necessary to keep him/her fully informed respecting progress and manner of work and character or materials. Inspection of work shall not relieve Contractor from any obligation under the contract. The Engineer shall have authority to stop work whenever provisions of Contract Documents are not being complied with and Contractor shall instruct its employees and any subcontractor accordingly.

6.4 Disputes Pertaining to Payment of Work

Should a dispute arise respecting the true value of any work done, of any work omitted, or any extra work which Contractor may be required to do, or respecting the size of payment to Contractor during the performance of this contract, such dispute shall be decided by the Engineer.

6.5. Traffic Requirements

(a) Street Closures, Detours, and Barricades

(1) All costs involving in complying with the following requirements for street closures, detours and barricades shall be borne for the Contractor.

(2) Contractor shall notify the Engineer, at least five (5) working days before closing or partially closing and street. The engineers will arrange detour routes and issue signing instructions, if required.

(3) Contractor shall notify the following agencies, at least forty-eight (48) hours in advance of the closing, partial closing, or opening of any street or alley: Engineering Department at (818) 597- 7353.

(4) Contractor shall install, maintain, and remove all temporary barricades, light, warning signs, and other facilities necessary to control traffic as specified in the Manual of Warning Signs, Light & devices for Use in Performance of Work Upon Highways, which is complied in accordance with section 21400 of the California Vehicle Code. Material for a temporary facility may be provide from new or used material s. if used materials are provided, they shall be sound, in good condition, and otherwise meet the requirements of new material.

(5) If at any time any portion of the street is obstructed by traffic, Contractor shall post "No parking Anytime" signs on both side of the street.

a. In addition to the lane width specified in subparagraph "b." below, Contractor shall maintain a minimum clearance of three (3) feet to excavations and a minimum of two (2) feet to curb and other obstructions. When traffic patterns required by the work are such that opposing lanes of traffic must cross the existing centerline, Contractor shall separate the opposing lanes at intervals, not to exceed fifty (50) feet, or as directed by the Engineer.

b. Minimum Requirements for Maintaining Traffic Flow: Traffic in both directions shall be maintained on all side streets at all times. Minimum ten (10) foot lanes shall be used.

6.6 Deduction for Uncorrected Work

If City deems it inexpedient to correct work, not performed in accordance with the contract, and equitable deduction from contract price shall be made therefore.

6.7 Certificate as to Compliance With Certain Regulations

Contractor shall file with Engineer, prior to the release of the work, a certificate in form substantially as follows:

I (We) hereby certify that all work has been performed and materials supplied in accordance with the specifications, drawing, and Contract Documents for the above work and that:

(a) No less than the prevailing rates of per diem wages as ascertained by the Director of Industrial Relations has been paid to workers employed on this work and a copy of said rates has been posted and maintained at the work site at all times during the course of the work.

(b) State prevailing wage rates shall apply when the State wage is higher than the federal wage rate. All Contractors and Subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details regulations and procedures governing the payment of prevailing wage.

(c) All Contractors and Subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code.

(d) All Contractors and Subcontractors are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor or Subcontractor shall forfeit, as a penalty, Twenty-five (25) dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

(e) Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of Contractors who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay.

(f) There have been no unauthorized substitutions of Subcontractors, nor have any unauthorized Subcontractors been entered into.

(g) No subcontractor was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in the Subletting and Subcontracting Fair Practices Act, public Contract Code Section 4100, et seq.

(h) All claims for materials and labor and other services performed in connection with the Contract Documents have been paid.

7. Assignment of Rights

7.1 Assignment to City

In entering into this maintenance contract or a subcontract to supply goods, service, or materials, Contractor or Subcontractor offers and agrees to assign to

City all rights, title, and interest in and to all causes of action in may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the maintenance contract or the subcontract. The assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

7.2 Agreement to Assign

In subletting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

8. Prohibited Interests

No official, employee, or agent of City, nor any member of his of her immediate family, shall have any direct or indirect interest in the contract.

9. MAINTENACE STANDARDS AND SPECIFICATIONS

A) Tree Pruning

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, crown thinning, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access and require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

1) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

2) Contractor shall provide and post "No Parking" signs 48 hours in advance of the work.

3) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of the work.

4) Contractor shall exercise precautions as necessary when adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

5) No hooks, gaffs, spurs or climbers will be used by anyone employed for such pruning. Any vine plant growing on the trees shall be removed at ground level.

6) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

7) Contractor shall maintain at least one (1) Bilingual (English & Spanish) speaking foreman, on-site, at all times.

8) When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.

9) Topping shall not be done without prior approval of the City.

10) Trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and nine (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlight.

11) The specific techniques employed shall be consistent with industry practice for the size and species of the tree being pruned. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so the healing can readily start under normal conditions. All limbs two (2) inches or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

B. PALM TREE PRUNING

Palm tree trimming shall consist of the removal of all dead fronds, dead fronds sheaths, fruit clusters and other vegetation from the trunks of all palms. Live remaining healthy fronds are to be left at an upward 30 degree angle in relation to a horizontal plane at the head of the palm.

Only the full green undamaged fronds shall remain at the crown of the tree. The Contractor shall be required to remove and dispose of any fallen or hanging fronds for a period of 30 days after completion of the original trim.

C. CLEARANCE PRUNE

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic,

clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis.

D. TREE ONLY REMOVAL

City prepares list of trees to be removed, marks trees, notifies the homeowners and submits the list to the Contractor. Contractor prepares internal work order. Crew removes tree and hauls all debris. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates

E. STUMP ONLY REMOVAL

City prepares list of the stumps to be removed, marks stumps, notifies homeowners and submits the list to the Contractor. Contractor calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All holes will be backfilled, as well as all debris cleaned up and hauled off on the same day the stump is removal is completed.

Tree removal is an integral part in the maintenance of the community urban forest. Therefore, tree maintenance, including removal and planting, should fall under a category called "Maintenance or Service" and not considered a "new" construction contract. This project is considered Landscape Maintenance.

1) This contract will involve tree removal and replacement, which reflects that of reforestation. Reforestation shall consist of renewing forest cover on or by the use of seedling or planting in an effort to replant where a forest once stood. Tree removal as a condition of site preparation for tree replacement should also be part of the standard maintenance practice.

2) Contractor shall provide all equipment, labor and materials, necessary for the planting of trees throughout the City in accordance with the specifications herein.

3) Contractor shall be responsible for locating all underground utilities prior to planting.

4) Removal shall be conducted in good workmanlike manner in accordance with the standards of the arboriculture profession. The Contractor shall be responsible for contacting Underground Service Alert (U.S.A.) 1-800-422-4133 for the locating of underground utilities prior to stumping removal operations

5) All tree parts are to be loaded into transport vehicles. The vehicles must have front and side solid and the top and rear will be tarped or otherwise tightly enclosed. The transporting of the tree parts must be made so that no debris escapes during transport.

6) Branches, suckers, bark and other tree parts that are chipped are to be hauled to the disposal site during the workday.

7) All tree stumps must be removed to a least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of 1 ½ feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered.

8) Stumps should be cut low enough to the ground where routing can be done safely.

F. TREE PLANTING

Planting includes the tree, root barrier (when required by specification), stakes, ties and complete installation. Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the life of the tree for a period of ninety days (90), excluding vandalism and extreme weather conditions.

1) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit the Contractor shall examine the root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

2) Protect adjacent walls, sidewalks and utilities from staining by the soil. Use ½ inch plywood and or plastic sheeting as directed to cover the existing concrete, metal, and masonry work and other items as directed during the progress of the work. Any damage to the paving or architectural work caused by the Contractor shall be repaired at the expense of the Contractor.

3) Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finished grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three (3) inches below the level of the finished surface of the concrete.

4) Backfill material should be no more than 10% commercial soil amendment mixed with the native soil. Placed fertilizer tablets in the corners of the bottom of the hole. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is placed in the hole. Soils shall not be compacted by tamping it down by foot.

5) Trees that are planted in parkways shall have a 4-6 inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

6) All trees shall be staked with two (2) wooden lodge poles connected together by two (2) ½ inch by three (3) inch pieces of wood and two (2) ties per pole. All lodge poles shall be upright and straight. The minimum size of the lodge poles shall be 10-foot long, with 1 ½ inch diameter. The wooded stakes shall be placed at 1/3 and 2/3 of the trunk height. The tree ties shall be placed at 1/3 and 2/3 of the trunk height.

Stakes shall not penetrate the root ball and shall be driven into the ground approximately 24 – 30 inches below grade.

7) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier. The barrier shall be a minimum of 24 inches in depth and placed in a circular fashion one (1) foot from the tree's root system. Root barriers shall be included in the unit price of the tree.

8) Tree spacing shall be at a minimum distance of 30 feet to a maximum of 50 feet.

9) Planting will be at a minimum of 30 feet from the back of curb return (BCR) on an approach to an intersection and 20 feet from the end of curb (ECR) on the exit side.

10) Plant 20 feet minimum from edge of approach.

11) Plant 20 feet minimum from street light standards, power lines and fire hydrants.

12) Plant 15 feet from house walks and utility meters.

13) Center the tree between the sidewalks and curb.

14) Where there is no parkway, plant tree in the center of the public right-of-way.

15) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

16) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI A60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

G. CREW RENTAL

The standard crew is three men, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. The crew equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim.

H. EMERGENCY CREW RENTAL

Contractor will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within ninety (90) minutes of receipt of the call from the City. The crew will do what is necessary to render the hazardous tree-related condition safe.

1) The Contractor will be required to provide emergency/on call response to hanging limbs, wind damage or downed trees. This may be at night or during storm conditions. The Contractor will be given specific locations and work to be performed at each location via telephone call from a City authorized representative and report back to the City representative upon completion of the work specified.

2) The Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of two (2) contact individuals within two (2) weeks of the award of the contract. Should the phone numbers or contact person change during the course of the contract those changes must be provided to the City.

3) The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines the Contractor shall be required to notify the responsible utility company.

4) Work performed under the emergency provision of this contract shall be paid for on a per crew hour basis. This shall include all labor, tools, equipment, disposal fees, and materials necessary for doing the emergency work.

I. TREE WATERING

Watering is performed by a one-man crew with a water truck and will water various routes including landscape medians and young trees that are three (3) years old and younger.

J. SCHEDULE OF WORK AND HOURS OF OPERATION

1) Contractor will be required to commence work within thirty (30) working days of award of the contract. The Contractor shall, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order and location of work.

2) The general hours of operations shall be 9:00 AM. to 3:00 PM on major streets and 7:00 AM to 5:00 PM on residential streets. The days of operations shall be Monday through Friday. No work shall be performed on Saturday or Sunday unless authorized by the City.

3) In addition, the Contractor, field lead man or foreman shall meet with the City's representative weekly or bi-weekly for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job.

K. CLEAN UP

1) Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

2) Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

3) Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

4) The City's representative shall be the sole judge as to the adequacy of the clean up.

L. DISPOSAL OF MATERIALS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. Included in the monthly billing for the tree maintenance the City will receive a Green waste report detailing the amount of debris recycled and the location. This report is to be used for compliance with Assembly Bill 939.

M. INVOICES

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that trimming operations took place, the address of each individual tree trimmed, the species and its current condition, height, trunk diameter and canopy spread of each individual tree that was trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

N. INSPECTION

The city's representative shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

The inspection of the work shall not relieve the Contractor of any of his obligation to full fill the contract and/or complete the project described. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the City's representative and accepted for payment.

O. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1) The City may modify these specifications with the joint approval of the Contractor and the City's Parks and Landscape Superintendent, all modifications shall be in writing.

2) In the event that the City of Agoura Hills should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

3) Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.

4) The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

P. BROCHURES AND NOTICES

1) Contractor will provide and distribute brochures that are acceptable to the City that describes the tree maintenance process and is readily accessible to the citizens. **Sample brochures must be approved by the City prior to issuance.**

2) Public notice of the Tree Maintenance program will be supplied by the Contractor with final approval by the City's representative.

Q. TREE INVENTORY

The contractor will collect an entire tree inventory of trees along city right-of way and parks of the City of Agoura Hills. The data will be collected by address and include tree species, parkway type, diameter at standard height, crown height, botanical and common name, and other information as recommended by the City of Agoura Hills.

R. TREE INVENTORY PROGRAM

The contractor will provide the City of Agoura Hills with access to an internet-based, record keeping system that allows the City to maintain, retrieve and manipulate information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory program is an on-line database program, which the data can be incorporated into the City's maintenance management tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, services requests, summary reports and pictures of City tree species. The tree inventory program allows for batch update of work histories. The Contractor shall provide unlimited training to support the program for the entire term of the contract while under contract for maintenance services.

Provide the City with recommendations for tree species, recommended planting locations and removals. Attributes to be collected by field personnel may include Address, Street, Facilities, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size & type. Provide the City with various tree inventory report capabilities to accommodate the City's needs

S. GPS INVENTORY

Provide the City with Global Positioning System (GPS) coordinates for each tree inventoried. The address information contained in inventory can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude, within one meter. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and in the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

T. REPORTS

The Contractor will assist the City with various reports concerning the City's tree inventory, maintenance services, planting program and/or tree policies. These reports may be produced for the City Council and/or various Commissions or Committees.

U. EXPERIENCE

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest.

The Contractor shall have developed a complete and comprehensive computer inventory program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to the City's needs. The user-friendly program should allow users to generate a variety of reports quickly.

V. SCOPE OF WORK

The Contractor will manage the entire inventory project and will not use subcontractors. The project shall include field data collection, data entry, access to the computer program, and training of City employees on the use of the system, future technical maintenance and support. The Contractor, upon award of the contract should be prepared to perform the following:

Contract Management

1. Obtain all required insurance as specified in the RFP.
2. Obtain any and all Business Licenses and/or permits.
3. Execute a Contract for the Inventory of the City trees.

Prior to Commencement of Work

1. Conduct a pre-job meeting with the City to discuss the City's criteria with regards to all tree attributes to be collected, scheduling and location of fieldwork.
2. The City will be divided into grids of districts for more efficient management of data collection. For the purpose of completing the City's tree inventory, the City shall try to provide copies of the following
 - a. City Maps with Street Legend
 - b. Easement Maps
 - c. Grid Maps
 - d. Street Tree Master Plan with Tree Palette
 - e. Tree Ordinance
 - f. Additional information pertaining to City Trees
 - g. Tree Maintenance Schedule
 - h. Information pertaining to City's GIS system
 - i. Street Listing on diskette in database or ASCII format

Inventory data Collection

1. Have an ISA certified Arborist, perform the tree data collection and provide cursory tree evaluation.

2. Attributes to be collected by field personnel include District (area number and name), species identification, size (diameter at standard height) and condition evaluation.

3. Provide the City with Global Positioning System (GPS) coordinates for each tree inventoried. The information collected can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the tree by their global coordinates of longitude and latitude.

4. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs.

5. At the end of the project, the City will receive a complete listing of all site inventoried, both in hard copy and visible within the software program, which will enable the City to connect the inventory to the GIS program and create various frequency reports.

6. Attributes to be collected by field personnel will include:

- a) Tree Number
- b) City District
- c) Street
- d) Location by Address
- e) Location by GIS, x, y State Plane coordinate (optional)
- f) Species by Botanical name and common name
- g) Tree diameter
- h) Canopy spread
- i) Tree height
- j) Recommended Maintenance Classification
- k) Existing overhead Utilities
- l) Parkway Size
- m) Parkway Type
- n) Public/Private Code

W. COMPUTER SOFTWARE CAPABILITIES

- 1. The software will have the capability of producing reports that can be exported to Microsoft Excel for graphic output for the purpose of displaying the data.
- 2. It is capable of linking to ArcView GIS version 3.2 with automatic data export.
- 3. The software can also link to separate databases containing work history, work requests, etc.
- 4. It can manage an unlimited number of records and has the capability of adding additional tree sites should the City desire to input them.

5. Queries can be made by one field or a combination of fields.

X. TREE INVENTORY & SCHEDULE

1. Data will be post-processed to establish sub-meter accuracy of points (only if GPS).
2. Tree inventory will be installed into a web-based program for long-term management of the Urban Forest. The inventory program can be linked with the City's ArcView system for GIS capabilities.
3. Provide that City with Global Positioning Satellite (GPS) coordinates for each City tree inventoried. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude, within one (1) meter. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City.
4. Provide monthly progress reports in the form of shp.files. The City will be able to review the data collected and the dot plotted on the maps.

X. TECHNICAL SUPPORT AND MAINTENANCE

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide unlimited support with experienced staff available to the City during the hours of 8:00 AM. to 5:00 PM. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

Y. COMPUTER SOFTWARE SYSTEM

The Contractor will provide the City of Agoura Hills with access to an inter-based, record keeping system that allows the City to maintain, retrieve and manipulate information about its tree population, including the description of each tree by species, height, diameter, work history, and tree & planting site location. The tree inventory program is an on-line database program, which the data can be incorporated into the City's maintenance management tracking program. The software program should allow the City to customize the program specific to the City's needs. It also allows for an unlimited amount of users to connect to the database.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

EXHIBIT "B"
SCHEDULE OF PAYMENT
SCHEDULE OF TREE WORK COMPENSATION

The Contractor understands the tree population of the City of Agoura Hills and agrees to provide the specific services to the City as listed in the Bid Proposal.

1. GRID OR ANNUAL TREE TRIMMING

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

UNIT	UNIT PRICE
Per tree	\$ 55.00

2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

<u>Size</u>	<u>Unit</u>	<u>Unit price</u>
0-6" dbh	per tree	\$100.00
7-16" dbh	per tree	\$100.00
17-24 dbh	per tree	\$100.00
25-36 dbh	per tree	\$100.00
37 dbh & over	per tree	\$100.00

3. PALM TREE TRIMMING

	<u>Unit</u>	<u>Unit price</u>
Coco Palm, any size	per tree	\$ 29.00
Washingtonia Palm, any size	per tree	\$ 55.00
Canary island Date Palm, any size	per tree	\$155.00

4. TREE REMOVAL

	<u>Unit</u>	<u>Unit price</u>
Complete tree and stump removal	per dbh	\$ 19.00
Tree removal only	per dbh	\$ 16.00
Stump only removal	per dbh	\$ 9.00

5. TREE PLANTING

	<u>Unit</u>	<u>Unit price</u>
15 gallon tree with root barrier	per tree	\$125.00
15 gallon tree without rot barrier	per tree	\$ 95.00
24 inch box tree	per tree	\$225.00
24 inch box tree without root barrier	per tree	\$195.00

6. TREE WATERING

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$400.00	\$ 5.00

7. CREW RENTAL Per man hour \$ 55.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

8. CREW RENTAL (overtime) Per man hour \$ 55.00

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

9. EQUIPMENT RATES

List additional equipment you have available and the rates for each.

10. MATERIAL AT COST PLUS 15% 15%

11. ARBORIST SERVICES Per hour \$ 55.00

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

12. EMERGENCY CREW RENTAL Per hour /MAN \$ 90.00

13. TREE MASTER PLAN Lump Sum \$5,000.00

GPS TREE INVENTORY/SURVEY: PER TREE SITE \$-0-

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate is not an insurance policy and does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed below. Policy limits are no less than those listed, although policies may include additional sublimits not listed below. Policy limits may be reduced by claims or other payments.

This is to certify that (Name and address of Insured)

WEST COAST ARBORISTS, INC
 2200 E VIA BURTON
 ANAHEIM, CA 92806-1221



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability			
<input type="checkbox"/>	Continuous*			Coverage afforded under WC law of the following states:	Employers Liability		
<input checked="" type="checkbox"/>	Policy Term	04/01/2008 / 04/01/2009	WA2-16D-039499-068		CA	Bodily Injury By Accident	Each Accident
	Extended			\$1,000,000		Each Accident	
Workers Compensation					Bodily Injury By Disease	Policy Limit	
					\$1,000,000	Each Person	
General Liability		04/01/2008 / 04/01/2009	TB2-161-039499-018	General Aggregate-Other than Prod/Completed Operations			\$2,000,000
<input type="checkbox"/> Claims Made				Products/Completed Operations Aggregate			\$2,000,000
<input checked="" type="checkbox"/> Occurrence				Bodily Injury and Property Damage Liability		Per Occurrence	\$1,000,000
Retro Date				Personal and Advertising Injury		Per Person / Organization	\$1,000,000
				Other Liability		Other Liability	FIRE DAMAGES \$100,000 MEDICAL PAYMENTS \$5,000
Automobile Liability		04/01/2008 / 04/01/2009	AS7-161-039499-038	Each Accident - Single Limit - B. I. and P. D. Combined			\$1,000,000
<input checked="" type="checkbox"/> Owned				Each Person			
<input checked="" type="checkbox"/> Non-Owned				Each Accident or Occurrence			
<input checked="" type="checkbox"/> Hired				Each Accident or Occurrence			
UMBRELLA EXCESS LIABILITY		04/01/2008 / 04/01/2009	TH2-661-039499-048	\$5,000,000 PER OCCURENCE/AGGREGATE			

C O M M E N T S Per endorsement number CG 2010 0704, City of Agoura Hills is an additional insured on the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and additional insured endorsement.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the forms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements. The following applies only with respect to insurance for motor carriers registered in Florida. As provided for in Fla. Stat. § 320.02(5)(e), the listed insurance policy may not be cancelled on less than 30 days written notice by the insurer to the Department of Hwy Safety & Motor Vehicles, such 30 days notice to commence from date notice is received by the Department.

Notice of cancellation (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : ORANGE, CA Phone: 714-937-1400

Certificate Holder:
 Attn: Shelley
 City of Agoura Hills
 Public Works Department
 30001 Ladyface Court
 Agoura Hills, CA 91301

Silvia Vela
 SILVIA VELA
 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person, organization, Partnership or joint venture listed on a Certificate of insurance on file with us, for which you have agreed in a written contract to provide this insurance.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date: 04/01/2008 Expiration Date: 04/01/2009

For attachment to Policy No.: TB 2-161-039499-018
Audit Basis:

Issued to: West Coast Arborists, Inc.

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY
- LIBERTY INSURANCE CORPORATION
- LM INSURANCE CORPORATION
- THE FIRST LIBERTY INSURANCE CORPORATION

Dexter R. Jagg
SECRETARY

Edmund F. Huff
PRESIDENT

Countersigned by.....
Authorized Representative

Issued: 04/01/2008 Sales Office and No. Pleasanton, CA / 0600