

AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND WEST
COAST ARBORISTS, INC. FOR TREE SERVICES

THIS AGREEMENT is made by and between the City of Manhattan Beach (hereinafter called "City"), and West Coast Arborists, Inc., a California corporation (hereinafter called "Contractor").

RECITALS

A. City desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. Contractor represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Scope of Work.

(a) Contractor shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

(b) City shall provide Contractor with a project schedule that sets forth the cycle of when the work described in the Scope of Work shall be performed (i.e. trees to be pruned every x months, etc.) ("Project Schedule"). Contractor shall adhere to the Project Schedule provided by City. City in its sole discretion may amend the Project Schedule at any time during the term of this Agreement.

Section 2. Term of Agreement.

(a) The term of this Agreement shall commence on March 16, 2013 and terminate on December 31, 2016, unless extended or terminated by the City as set forth herein.

(b) The City Manager or his designee may extend the term of this Agreement for up to three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

For the term of this Agreement and any subsequent term approved by City, City agrees to compensate Contractor and Contractor agrees to accept in full satisfaction for the services performed and items provided (i.e. tree stock), compensation

based on the unit prices set forth in Exhibit B. The maximum amount of compensation provided to Contractor for each calendar year shall not exceed \$130,000.

(b) Expenses

The unit prices set forth in Exhibit B includes reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services/Modifications to Services.

City shall have the right, in its sole discretion, to require Contractor to perform additional services not included in Exhibit A, Scope of Work, modify the Scope of Work, and omit portions of the Scope of Work. All additional work shall be performed at the same unit prices listed in Exhibit B. If the rate for such work is not listed in Exhibit B, Contractor shall submit a fair cost estimate for the work to be performed in writing, which is subject to City's prior written approval. Contractor may perform such work once City has approved a change order in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, Contractor shall submit to City a detailed invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall receive a two percent discount for payments received by Contractor within 20 days of the invoice date, as described in Exhibit B.

Section 5. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 5.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) Contractor's Responsible Principal, Patrick Mahoney, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager or his designee who shall administer the terms of the Agreement on behalf of City.

Section 8. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Contractor. Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 11. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(2) A policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Scope of Work required by this Agreement.

(3) Workers' compensation as required by the state of California.

(b) Contractor shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(e) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form acceptable to the City, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and auto liability shall contain an endorsement naming City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, bid protests, stop notices, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim," collectively, "Claims"), in any manner arising out of or incident to the performance of the Agreement, including without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 13. Performance Bond. Contractor shall be required to furnish City with a Faithful Performance Bond in the amount of 100% of the annual contract amount. The Faithful Performance Bond shall be furnished to City upon execution of the Agreement. The surety(ies) who provides the bonds must be authorized by the Insurance Commissioner to transact the business of insurance in the State of California. The bond must be submitted on a form approved by the City Attorney.

Section 14. State Law regarding Workers' Compensation and Prevailing Wages. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

Section 15. Contractor's License. Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect the licenses required by state and local law to perform the work required by this Agreement.

Section 16. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the yearly performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 17. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Scope of Work.

Section 18. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Contractor and compensated by City pursuant to this Agreement as City deems appropriate.

Section 19. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of ten (10) year(s). City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 20. Changes in the Scope of Work. The City Council hereby authorizes the City Manager the right to order, in writing, changes in the Scope of Work (including any additions or deletions to or from the Scope of Work) as long as the cost for the Scope of Work and the cost of any work required by change orders in total does not exceed the maximum yearly compensation set forth herein. Any changes in the Scope of Work requested by Contractor must be made in writing and approved by both parties. The cost of any change in the Scope of Work (unless otherwise set forth herein) must be agreed to by both parties in writing.

Section 21. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
 1400 Highland Avenue
 Manhattan Beach, California 90266
 Attn: City Manager

If to Contractor: West Coast Arborists, Inc.
 220 East Via Burton Street
 Anaheim CA 92806
 Attn: Patrick Mahoney

Section 22. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 23. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 24. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 25. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 28. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 29. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 30. Penalties. Contractor and City agree that if completion of certain services to be provided by Contractor under this Agreement as specified in Exhibit A and Exhibit B are delayed, not performed or performed in a manner outside of the specifications set forth herein, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the Agreement. This is in addition to City's other remedies allowed by law. When a penalty is assessed by the City, the City may deduct the amount from the current invoice or the Contractor may remit payment to the City within ten days of notification.

EXECUTED this _____ day of _____ 2013, at Manhattan Beach, California.

CITY OF MANHATTAN BEACH
A Municipal Corporation

David N. Carmany
City Manager

ATTEST:

Liza Tamura
City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow
City Attorney

WEST COAST ARBORISTS, INC.



PATRICK MAHONEY
President



RICHARD MAHONEY
Assistant Secretary

EXHIBIT A SCOPE OF SERVICES

The CONTRACTOR shall perform and/or provide the following services in accordance with this Scope of Services when requested by the CITY or as set forth in the CITY's approved Project Schedule. The General Specifications apply and CONTRACTOR shall adhere to such terms when performing the specific services set forth in the Project Schedule. The specific services are described in Section B "Technical Specifications." CONTRACTOR shall adhere to the terms of the Technical Specifications when providing services.

SECTION A: GENERAL SPECIFICATIONS

1. CONTRACTOR shall provide all labor, expertise, materials, and equipment necessary for the provision of CITY tree care services specified herein, which includes, but is not limited to, tree trimming, tree removal, stump grinding, tree planting, watering of young trees, maintenance of tree basins, repair of irrigation systems damaged during the pruning, removal or planting of trees, establishment of grass seed, grading and preparation of parkway areas for seeding and tree installation, identification of utility locations, traffic control, notification of customers by mail, entry of data into and maintenance of web based tree inventory and work history tracking system. These services are part of the unit prices set forth in Exhibit B and unless otherwise provided, no additional compensation is provided to CONTRACTOR for such services. CONTRACTOR shall also be required to report any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, blocked traffic control devices or signage, and dead, dying or structurally deficient trees. Water utilized for the services under the Agreement shall be furnished by CITY.
2. CONTRACTOR shall complete all work to the satisfaction of and under the supervision of the Maintenance Superintendent or designated representative.
3. CONTRACTOR shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute criteria and the standards and requirements described herein in providing tree services to ensure that trees in CITY receive the best possible care that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Agreement.
4. CONTRACTOR shall provide service that ensures the safety of employees and the public while minimizing inconvenience to the public and disruption of traffic while working in CITY.
5. CONTRACTOR shall endeavor to maintain good public relations at its worksites and shall conduct its work in a manner which will cause the least possible interference with or annoyance to, the public.
6. CONTRACTOR shall during the term of the Agreement, hold valid State California Contractor's Licenses C-61/049 and C- 27.

7. CONTRACTOR shall comply with CONTRACTOR's Quality Control Plan, attached as Attachment 1 to Exhibit A, throughout the term of the Agreement. The Quality Control Plan shall provide CITY with an effective and efficient means of identifying and correcting problems throughout the entire scope of services.
8. CONTRACTOR shall comply with CONTRACTOR's Safety Manual, attached as Attachment 2 to Exhibit A that meets SB 198 requirements for injury and illness prevention.
9. CONTRACTOR shall maintain a local office staffed by a representative during regular work hours, which for purposes of this Exhibit shall be defined as Monday through Friday from 8:00a.m. to 4:00 p.m. (excluding holidays). Such representative shall be authorized to discuss matters pertaining to the Agreement.
10. Upon commencement of the Agreement, CONTRACTOR shall provide a list of emergency numbers for after-hours work to the Maintenance Superintendent. "After hours work" shall be defined as work performed outside regular work hours. CONTRACTOR shall have a tree service supervisor available by telephone on a 24-hour basis who is assigned to provide prompt attention to requests from CITY for emergency and after-hours tree service requests. The response time for emergency and after-hours work requests shall not be greater than one (1) hour. Response" shall be defined as mobilization of an adequately equipped crew that can effectively respond to a request for emergency service. CONTRACTOR shall deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage to a large number of trees requiring the commitment and focus of significant resources and manpower for several days. Failure to respond to tree emergency and after-hours work requests within the specified time limits shall subject CONTRACTOR to the penalties described in the Penalty Schedule, Exhibit B.
11. **Staff Qualifications/Appearance:** All persons performing tree work on CITY trees shall be trained according to tree care standards accepted by the International Society of Arboriculture.
 - a. CONTRACTOR shall employ personnel qualified by reason of education, training and experience to perform the services specified in this Agreement.
 - b. Any person employed under this Agreement who fails or refuses to carry out the directions set forth under this Agreement or in the opinion of the Maintenance Superintendent is incompetent, disorderly; or uses threatening or abusive language or is otherwise unsatisfactory while performing work under the Agreement, shall be immediately removed from performing work under this Agreement and shall not again perform services under the Agreement except by written consent of the Maintenance Superintendent.
 - c. CONTRACTOR shall staff each project work site with a Supervisor who holds a current ISA (International Society of Arboriculture) Certified Arborist credential. All worksite supervisors employed by CONTRACTOR shall be fluent in written and spoken English, and possess adequate technical background to ensure that all work is accomplished with the special provisions of this contract.
 - d. All CONTRACTOR personnel engaged in the actual trimming of CITY trees

shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers, traffic control staff) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

e. CONTRACTOR's employees shall have:

- i. Proper licenses and/or current certifications to operate equipment.
- ii. Ability to operate and maintain equipment in accordance with manufacturer recommendations.
- iii. Mechanical ability to make required operator adjustments to the equipment being used.
- iv. Knowledge of safety regulations as they relate to tree care and traffic control. Traffic control shall be in accordance but not limited to the standards contained within the WATCH traffic control handbook, latest edition.
- v. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
- vi. Ability to communicate orally and in writing in English.
- vii. Knowledge of tree care and related operations.

f. CONTRACTOR shall provide a standard uniform for its personnel consisting of at least a collar shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform. CONTRACTOR employees shall appear neat and well-groomed. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. CONTRACTOR employees shall wear ANSI 107 compliant safety vests at all times. Violations of uniform and/or safety apparel requirements shall subject CONTRACTOR to penalties as described in Exhibit B.

12. **Notification:**

- a. At least seven (7) working days prior to the commencement of any non--emergency work at any tree site, CONTRACTOR shall, by mailing, notice the occupant(s) of that property of the type of work that shall be performed and the anticipated time frame during which the work shall be performed. CONTRACTOR shall maintain a log of those notified and provide them in Excel 2012 format upon demand.
- b. At least seventy two hours (72) in advance of work, CONTRACTOR shall supply and post standardized signage on the trunk of the tree at the site work at which work is to be performed, with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause damage to the tree. In the event that a tree trunk is not available for posting, CONTRACTOR shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a

stump that is scheduled for grinding.

- c. The use of door hangers, while allowed, shall not constitute a substitution for notifications delivered via US Post

- d. Beginning non-emergency work without notification shall subject CONTRACTOR to the penalties described in the Penalty Schedule, Exhibit B.
- e. Postings shall not be left in place once work has been completed. Leaving postings on trees once work has been completed shall subject CONTRACTOR to the penalties described in the Penalty Schedule of Exhibit B.
- f. The routine watering of young trees shall be exempt from these notification and posting standards.

13. **Traffic control:**

- a. At no time shall CONTRACTOR commence or carry on with work that presents a hazard to pedestrians or vehicular traffic.
- b. Prior to the commencement of, and for the duration of, any work in any area, CONTRACTOR shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines. All operations shall be conducted by CONTRACTOR to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.
- c. CONTRACTOR shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.
- d. CONTRACTOR shall be responsible for the placement of "Sidewalk Closed" signage at the perimeter of any sidewalk or pathway that leads pedestrian traffic into the work zone.
- e. Any operation that results in a blockage of, or produces debris which could enter into, vehicular traffic zones will require the use of a flag person equipped with, and using, a SLOW/STOP traffic paddle. Work in two way traffic zones will require the use of two (2) flag persons. The placement of a traffic paddle into a safety cone shall not be considered a substitute for the required flag person(s).
- f. Where CONTRACTOR's work is in progress, each street shall remain open to local traffic at all times unless prior arrangements have been made and approved by the Maintenance Superintendent or designated representative and CITY's Traffic Engineer.
- g. Violations of traffic control standards defined herein shall be subject to the penalties described in the Penalty Schedule of Exhibit B.

14. **Wildlife protection:**

- a. Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of nests or wildlife of any type.

- b. CONTRACTOR shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by the Maintenance Superintendent or designated representative.
- c. At no time shall any nest or wildlife be moved from its location.
- d. In the event that wildlife is accidentally displaced and needs assistance, CONTRACTOR shall notify the Public Works Department and the nearest appropriate animal rescue facility for assistance, as described in CONTRACTOR's exhibit entitled "Protection of Wildlife plan", attached as Attachment 4 to Exhibit A, for assistance.

15. **Pre-inspection:**

- a. Prior to the commencement of any work in the vicinity of any tree, CONTRACTOR shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, CONTRACTOR shall take appropriate action to protect same.
- b. If, during the course of pre-inspection, CONTRACTOR identifies damage to private property or CITY property that exists before the onset of work, CONTRACTOR shall digitally photo-document and report such damage to the Maintenance Superintendent prior to commencing work in that area. Digital photo- documentation shall be time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and log of report to the Maintenance Superintendent shall be considered the responsibility of CONTRACTOR.

16. **Utility Operations:** CONTRACTOR shall adjust work schedules when utility operations prevent maintenance during a specified time frame. No additional compensation shall be allowed for complying with these requirements.

17. **Work in the vicinity of aerial utilities:** All persons performing tree work on CITY trees in or around primary electrical lines shall be trained to do so according to the "Electrical Safety Orders: of the State of California, including all amendments and revisions.

18. **Setup, Operations, Equipment and Staging:**

- a. CONTRACTOR shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow.
- b. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block.
- c. Equipment shall never be stored or left unattended on a public street, CITY facility or private property.
- d. The staging of equipment shall be bound by the work hour restrictions defined herein.

19. **Identification and reporting of hazards:** While performing work of any type, the tree worker should inspect for any obvious hazards related to trees. All hazardous situations should be corrected or promptly reported to CITY. Any defective or weakened trees shall be reported to the Maintenance Superintendent or designated representative.
20. **Work Site Conditions:** The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public.
21. **Access to Private Property:** No employee of CONTRACTOR shall enter a fenced or otherwise secured area of private property without the consent of the property owner.
22. **Site Cleanup:**
 - a. CONTRACTOR shall remove branches, limbs, logs or any other debris resulting from any tree operations and clean the work site and all areas associated with the work site promptly upon completion of each task.
 - b. CONTRACTOR shall endeavor to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to CONTRACTOR operations shall be immediately cleaned up.
 - c. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated.
 - d. CONTRACTOR shall cease work immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff).
 - e. Rights of way shall not be used to stage unattended debris generated during regular work hours.
 - f. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches.
 - g. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.
 - h. No material is to be allowed to enter any storm drain.
 - i. Debris staged in parkway(s) due to a night time emergency response shall be clearly coned off and emergency taped off and shall be cleaned up to in conformance with the standards described in this Exhibit prior to 10:00 am the first business day after the emergency call out occurred.
 - j. If the volume of debris from a night time emergency exceeds the storage capacity of the parkway(s), CONTRACTOR shall make arrangements to remove the debris immediately.
 - k. Debris shall not be stored unattended in any portion of a traffic lane at night.

- I. All debris generated by CONTRACTOR in the performance of work shall become the property of CONTRACTOR after the time of site clean-up. CONTRACTOR shall dispose of all generated debris at no additional cost to CITY and shall dispose of debris as is consistent with the requirements of AB 939.
- m. Failure to comply with site cleanup requirements shall subject CONTRACTOR to the penalties described in Exhibit B.

23. **Record keeping:**

- a. CONTRACTOR shall provide and operate, at no cost to CITY, a computerized tree inventory system that is capable of uploading historic data and that is compatible with the current CITY inventory system (web-based SQL Server 2008). This system shall be password accessible twenty four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided by CITY, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of this contract.
- b. CONTRACTOR shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past and future work histories for any and all tree sites in the inventory, both individually and collectively by query.
- c. All aspects of the tree inventory system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of CONTRACTOR and shall be provided at no cost to CITY. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the Agreement.
- d. Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

24. **Protecting the integrity and value of the urban forest.** If, at any time, CONTRACTOR is unclear on what course of action to follow in the field, CONTRACTOR shall consult with an Urban Forest Inspector. CONTRACTOR shall never take an action that will result in the permanent disfigurement of structures or trees. Disfigurement of trees/structures shall subject CONTRACTOR to penalties as described in Exhibit B.

25. **Working Hours.**

- a. A "Normal Work Zone" shall be defined as a residential or low traffic volume street. CONTRACTOR's regular work hours for Normal Work Zones shall be limited to the hours between 8:00AM and 4:00PM Monday through Friday, excluding recognized holidays. Deviation from regular work hours in Normal Work Zones shall not be allowed without prior written consent of the Maintenance Superintendent.
- b. A "Special Work Zone" shall be defined as a business area or high volume traffic street such as Sepulveda Blvd, Manhattan Beach Blvd, Highland Ave, Rosecrans Ave and the Streetscape area or where night work is required. Work will only be allowed during the night or on Sundays in Special Work Zones during times set by the Maintenance Superintendent or designated representative.

26. **Night Work.**

- a. When working at night CONTRACTOR shall provide adequate lighting which allows for safe and proper performance of work, as well as inspection of same.
- b. While working at night, CONTRACTOR shall minimize the impact of noise upon neighbors.
- c. CONTRACTOR shall not use chainsaws for work performed at night unless it is an emergency situation.

27. **Contractor's Equipment.**

- a. All equipment used and all maintenance practices employed shall be subject to the inspection of the Maintenance Superintendent or designated representative and shall meet safety and functional requirements. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision shall be cause to have the equipment removed from the job site.
- b. CONTRACTOR shall maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of CONTRACTOR's equipment is attached as Attachment 3 to this Exhibit A. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the Agreement. All equipment shall be approved by CITY prior to commencement of services.
- c. CONTRACTOR shall notify the Maintenance Superintendent or designated representative of any change in the equipment inventory during the performance of the Agreement. This notification shall be in the form of an updated equipment inventory list, presented in the form of a memorandum on dated company letterhead. When provided and approved by the CITY, it shall be made a part of this Agreement as if fully set forth herein and shall replace the previous inventory

list. Failure to comply with this provision will be grounds to remove CONTRACTOR from the job site until such time as equipment inventory discrepancies are addressed to be compliant with the inventory list set forth in Attachment 3 or equivalent list approved by CITY.

- d. CONTRACTOR shall not park or store equipment or materials overnight at any CITY work site.
 - e. All CONTRACTOR vehicles and equipment operating under this Agreement shall be clearly marked with CONTRACTOR'S identification.
 - f. CONTRACTOR shall make annual submissions of current OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used throughout the term of the Agreement.
28. **Authority and Inspections.** The Maintenance Superintendent's authorized representatives shall at all times have access to the work site and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and character of materials used in the work. Whenever CONTRACTOR varies the period during which work is carried out, CONTRACTOR shall give due notice to the Maintenance Superintendent so that property access for inspection may be provided. CONTRACTOR shall comply with any instructions given by the Maintenance Superintendent's representative upon inspection of the work.
29. **Questions.** CONTRACTOR questions regarding the performance of the work shall be directed to the Maintenance Superintendent.
30. Alterations, modifications or deviations from the work described in the scope of services by CONTRACTOR shall be subject to the prior written approval of CITY. In such event, any necessary price adjustments shall be made by mutual consent of the parties.
31. **Inspection of work.** CITY's Public Works Department Maintenance Superintendent, shall inspect work during the performance of work or when deemed necessary. Any work found not to be acceptable will be noted in writing and shall be subject to the penalty provisions and schedule set forth in the Penalty Schedule of Exhibit B.
32. **Work Deficiencies.**
- a. CITY shall notify CONTRACTOR in writing of any deficiencies in work. CONTRACTOR shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, CITY has the right to terminate the Agreement or deduct payment as is proportionately appropriate for non-compliance with the specified provisions of the Agreement.
 - b. All work which CITY determines is defective or deficient shall be removed and replaced by CONTRACTOR in a manner acceptable to CITY at CONTRACTOR's own expense.

- c. If any portion of the work performed under the Agreement proves defective or not in accordance with the specifications, and the deficiency, as determined by CITY, does not make the work dangerous or undesirable, the Maintenance Superintendent shall have the right and authority to retain the work, but may make deductions in the payment due CONTRACTOR as is proportionately appropriate for the deficiency.

33. **Risk Management.**

- a. Tree work is a controlled task. At no time shall CONTRACTOR perform work in a manner so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment).
- b. Failure to maintain such controls shall subject CONTRACTOR to penalties as described in Exhibit B. In addition to such penalties, CONTRACTOR shall be responsible for the mitigation of any damage related to a loss of control incident at CONTRACTOR's sole cost and expense.

34. **Accidents, Injuries.**

- a. CONTRACTOR shall conduct all work outlined in the Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all CITY County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including Contractor employees, agents of CITY, vendors, members of the public or others from injury or damage to their property.
- b. CONTRACTOR shall cooperate fully with CITY in the investigation of any accident, injury or death occurring on CITY property including a complete written report to the Maintenance Superintendent within 24 hours following the incident.
- c. **Property Damage.**
 - i. Should any structure or property be damaged during tree operations, CONTRACTOR shall immediately notify CITY and owners or authorities.
 - ii. Repairs to property damaged by CONTRACTOR shall be made within forty eight (48) hours.
 - iii. In the event of damage to utility lines, CONTRACTOR shall report the damages to utility and make arrangements for the utility to make repairs.
 - iv. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by CITY.

- v. Any damage caused by CONTRACTOR shall be repaired or restored at CONTRACTOR's expense to a condition similar or equal to that existing before such damage, or CONTRACTOR shall repair such damage in a manner acceptable to the Maintenance Superintendent.
 - vi. CONTRACTOR shall repair any damage as directed by CITY that CONTRACTOR incurs to sprinkler systems in City parkways within 24 hours so as to minimize damage to affected lawns.
 - vii. CONTRACTOR shall notify the Maintenance Superintendent immediately of any utility that is disturbed or damaged.
35. **Insecticides, Herbicides, Fungicides.** At no time shall CONTRACTOR use, store or transport any insecticide, herbicide or fungicide in the City of Manhattan Beach without the prior written consent of the Maintenance Superintendent. Violation of this chemical use policy will be subject to penalties as described in Exhibit B and can result in the termination of the Agreement.
36. **Gasoline Powered Blowers.** The use of gasoline powered blowers (handheld, backpack) is prohibited at all times within CITY. Violation of this policy shall subject CONTRACTOR to penalties as described in Exhibit B.

SECTION B. TECHNICAL SPECIFICATIONS

The following Section contains descriptions and technical specifications for the detailed services and materials which will be necessary to provide services under this Agreement.

The following specifications shall be adhered to regardless of tree being serviced and/or the type of service being performed including, but not limited to, tree pruning, tree removal, stump grinding, tree planting, tree watering, repairs or record keeping related to any tree activity.

1. Hardwood Tree Pruning

Any tree work performed on a CITY tree must be done according to CITY's specification. The criterion for pruning varies based on the type or purpose of pruning.

- a. **Full Prune:** A *Full Prune* is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes safety pruning. Full Pruning should consist of one or more of the following pruning types:
 - i. **Crown Cleaning:** *Crown Cleaning* or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing", disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

- ii. **Crown Thinning:** *Crown Thinning* includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-fourth of the live foliage be removed.
 - iii. **Crown Reduction:** *Crown Reduction* is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
 - iv. **Crown restoration:** *Crown Restoration* is a corrective pruning used as a means to restore the form of crowns that have been previously damaged by storms or poor pruning practices. This treatment is best performed by tree workers who have a good understanding of the effects of pruning on the development of tree crowns.
- b. **Crown Raising/Safety Prune:** A *Crown Raising or Safety Prune* is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or safety prune does not involve the detail of work found in a full prune. Crown raising or safety pruning may consist of one or more of the following pruning types:
- i. **Crown Raising:** *Crown Raising* consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
 - ii. **Safety Prune:** *Safety prune* is employed as a means of eliminating potentially hazardous limbs (dead/dying) from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Safety pruning does not involve the fine detail work described herein as "full prune".

2. **Specifications for hardwood tree pruning:** the specifications for the pruning of hardwood trees are as follows:

- a. Consult with the Maintenance Superintendent before making any cut that would result in permanent disfigurement of the structure of a tree.

- b. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Over-street clearance shall be kept to a minimum of thirteen feet six inches (13.5 ft.) above the paved surface of the street and six feet nine inches (6.75 ft.) above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, CONTRACTOR shall not prune the tree until such time as direction is obtained from the Maintenance Superintendent or designee.
- c. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be penalized as described within Part Seven (7).
- f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs that are one-half (1/2) inch diameter or larger shall be removed.
- h. All broken or loose branches shall be removed.
- i. Those branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- l. Selectively prune branches that are within five (5) feet of a structure.
- m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.

- n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the Maintenance Superintendent to do otherwise.
- o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
- p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All major pest problems shall be promptly reported to CITY.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees four (4) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by CITY to aid in the safety of climbers performing the removal of a tree.
- x. Gas powered chainsaws shall only be used for emergency situations; pruning cuts over 4" in diameter and tree removals unless permission is granted, in writing, by the Maintenance Superintendent or designated representative.

3. **Palm Tree Pruning**

Any tree work performed on a CITY tree must be done according to CITY's specification. The criterion for pruning varies based on the type or purpose of pruning.

Palm Prune: *Palm Pruning* consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

4. **Specifications for palm tree pruning:** the specifications for the pruning of palm trees are as follows:

- a. While making an approach to the palm crown for pruning, CONTRACTOR shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any

condition suggestive of a structural abnormality of the palm stem, CONTRACTOR shall report to the Maintenance Superintendent immediately.

- b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree. At no time shall a chainsaw be used to prune any frond from any palm tree in the City of Manhattan Beach. The use of chainsaws to prune any frond from any palm tree will result in the penalties described in Exhibit B. Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball or nut, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.
- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any palm tree in CITY. Failure to adhere to this standard will result in the penalties described in Exhibit B. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with, can cause staining to, hardscape elements. CONTRACTOR shall be responsible for removing palm fruit related stains from private property hardscape elements.
- d. Maintenance of the ornamental ball or nut, located at the upper portion of the palm trunk, directly below the live fronds, shall be as described by species as follows:

Phoenix canadensis (Canary Island Date Palm): spent petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Manhattan Beach, CONTRACTOR may use a chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences. CONTRACTOR shall use care not to cut into live trunk tissue while maintaining the ornamental ball. CONTRACTOR shall remove any foreign plant material that has sprouted in an ornamental ball. CONTRACTOR shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

Phoenix dactylifera (Date Palm): spent petiole bases are left to form a supportive "nut" below the lowest green fronds of the crown. Unlike the ornamental ball of a *Phoenix canariensis* (Canary Island Date Palm), the nut does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the nut, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Manhattan Beach, CONTRACTOR may use a chainsaw in forming and/or shaping the nut of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. CONTRACTOR shall use care not to cut into live trunk tissue while maintaining the nut. CONTRACTOR shall verify that the nut meets the standard described herein each time a Date Palm Island Date Palm is pruned.

Syagrus romanzoffianum (Queen Palm): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Archontophoenix cunninghamiana (King Palm): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Washingtonia robusta (Mexican Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, CONTRACTOR shall skin the trunk area below the nut clean without causing damage to live trunk tissue. CONTRACTOR shall verify that the nut meets the standard described herein each time a Mexican Fan Palm is pruned.

Washingtonia filifera (California Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, CONTRACTOR shall skin the trunk area below the nut clean without causing damage to live trunk tissue. CONTRACTOR shall verify that the nut meets the standard described herein each time a California Fan Palm is pruned.

5. **Tree Removal**

Any tree work performed on a CITY tree must be done according to CITY's specification.

Tree Removal: *Tree removal* consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system by grinding.

6. **Specifications for tree removal:** the specifications for tree removal are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. The diameter price given by CONTRACTOR for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.

- c. As stated previously herein, CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. CONTRACTOR shall notify the Maintenance Superintendent or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. CONTRACTOR shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- d. CONTRACTOR shall comply with wildlife protection standards described in Attachment 2.
- e. CONTRACTOR shall not *remove* any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the Maintenance Superintendent for assistance. The errant removal of trees shall be penalized as is described in Exhibit B.
- f. During a tree removal, CONTRACTOR shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to free-fall and create damage of any type. Loss of control incidents shall be penalized as is described in Exhibit B.
- g. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in CITY. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in CITY. The use of cranes and certified operators shall not result in additional charges to CITY and is part of the unit price set forth in Exhibit B for the specific service.
- h. While loading and handling debris, CONTRACTOR shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, CONTRACTOR shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- i. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chip shall not be used as a backfill material.
- j. Clean up after a tree removal and/or stump grinding shall include the repair of any barren areas or divots created during the tree removal by filling with topsoil and seeding with a fescue turf grass seed. Seed shall be covered by one quarter (1/4) inch topdressing of well decomposed organic fines. This is part of the unit price provided for the service and no additional compensation is provided.
- k. CONTRACTOR shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

- I. CONTRACTOR shall inspect for, and correct, any settling that has occurred at any tree removal site for a period of no less than six (6) months after the tree removal/stump grinding has been completed. Correction is defined to include the restoration of a smooth and even grade to the parkway and the seeding and topdressing of barren areas related to the tree removal site as specified previously herein.

7. **Tree Planting**

Any tree work performed on a CITY tree must be done according to CITY's specification.

Tree Planting: *Tree planting* consists of the installation of nursery stock container or palm trees supplied by CONTRACTOR.

8. **Specifications for tree planting:** the specifications for tree planting are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- d. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- e. CONTRACTOR shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the Maintenance Superintendent for assistance. In excavating planting pits, CONTRACTOR shall not excavate deeper than the depth of the root ball of the tree being installed.
The bottom of the planting pit shall be compacted sufficiently so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, CONTRACTOR shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- f. All nursery containers and box sides shall be removed from tree root balls prior to planting. CONTRACTOR shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, nails) shall be removed from the planting pit prior to backfilling.

- g. CONTRACTOR shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), CONTRACTOR shall install the tree or palm so that the top of root ball is two (2) inches above surrounding grade. CONTRACTOR shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- h. CONTRACTOR shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.
- i. CONTRACTOR shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
- j. While backfilling, CONTRACTOR shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, CONTRACTOR shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- k. CONTRACTOR shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using Century Universal Tree Ties (or CITY approved equivalent) installed as per manufacturer's specifications.
- l. Upon completion of the planting of a tree, CONTRACTOR shall seed and top dress any barren areas within ten (10) feet of the center of the trunk of the tree. The seed shall be a tall fescue turf grass type applied at a rate of one (1) pound per one hundred (100) square feet. The seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings shall not be allowed. CONTRACTOR shall include seed establishment information for the property owner in the mailed notification prior to every tree planting. This is part of the unit price for the service and no additional compensation is provided.
- m. CONTRACTOR shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

9. **TREE WATERING**

Tree Watering

Any tree work performed on a CITY tree must be done according to CITY's specification.

Tree Watering: *Tree watering* consists of the irrigation of young trees which have been installed by CONTRACTOR and the irrigation of other trees as directed by CITY.

10. **Specifications for tree watering:** the specifications for tree planting are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. As stated previously herein, CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall take all responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall not use hoses, equipment or water from private properties when watering parkway trees.
- d. While performing tree watering, CONTRACTOR shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
- f. CONTRACTOR shall maintain a daily log of trees watered. The log shall list the tree watered by site (e.g. 0000 N. Any Street F-1). A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by CONTRACTOR.

ATTACHMENT 1 TO EXHIBIT A
QUALITY CONTROL PLAN

ATTACHMENT 2 TO EXHIBIT A
CONTRACTOR'S SAFETY MANUAL

ATTACHMENT 3 TO EXHIBIT A
EQUIPMENT INVENTORY

ATTACHMENT 4 TO EXHIBIT A
CONTRACTOR'S WILDLIFE PROTECTION PLAN

EXHIBIT B

SCHEDULE OF PAYMENT, RATES AND PENALTY SCHEDULE

A. SCHEDULE OF PAYMENT

1. CONTRACTOR shall submit an itemized invoice on a form approved by CITY for its services performed the prior month upon completion of the services required by this Agreement. CITY shall pay CONTRACTOR the undisputed amount of such billing within thirty (30) days of receipt of same. CONTRACTOR shall submit backup work records as required by CITY with the itemized invoice in hardcopy form and uploaded for internet accessible online review by CITY's Public Works Department. Failure to perform work as indicated in the Scope of Services may result in CITY exercising its right to withhold funds, subject CONTRACTOR to penalties as set forth in this Exhibit, deduct payment as is proportionately appropriate, or terminate the Agreement.

2. CITY shall receive a two (2) percent discount for payments received by CONTRACTOR within twenty (20) days of the invoice date.

B. RATES

CITY shall compensate CONTRACTOR for the satisfactory performance of services at the following rates:

<u>Hardwood Tree Trimming:</u>	<u>Unit Price in Figures</u>
Full prune-hardwood tree 0-6 inch DBH (diameter breast height)	\$50.00
Full prune-hardwood tree 7-16 inch DBH	\$125.00
Full prune-hardwood tree 17-24 inch DBH	\$200.00
Full prune-hardwood tree over 24 inch DBH	\$400.00
Full prune-hardwood tree 0-6 inch DBH night/weekend Full	\$50.00
prune-hardwood tree 7-16 inch DBH night/weekend Full	\$150.00
prune-hardwood tree 17-24 inch DBH night/weekend Full	\$350.00
prune-hardwood tree over 24 inch DBH night/weekend	\$500.00
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH	\$25.00
Crown Raising/Safety Prune-hardwood tree 7-16" DBH	\$50.00
Crown Raising/Safety Prune-hardwood tree 17-24 inches DBH	\$50.00
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH	\$50.00
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH night/weekend	\$25.00

Crown Raising/Safety Prune-hardwood tree 7-16 inch DBH night/weekend	\$50.00
Crown Raising/Safety Prune-hardwood tree 17-24 inch DBH night/weekend	\$50.00
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH night/weekend	\$50.00

Palm Tree Trimming:

Canary Island Date Palm prune	\$150.00
Canary Island Date Palm prune night/weekend	\$150.00
Mexican/California/Hybrid Fan Palm prune	\$50.00
Mexican/California/Hybrid Fan Palm prune night/weekend	\$50.00
King/Queen Palm prune	\$20.00
King/Queen Palm prune night/weekend	\$20.00

Tree Removal:

Tree and Stump removal per inch trunk DBH	\$21.00
Stump grinding per stump diameter inch at grade	\$6.00

Tree Stock:

24 inch Box	\$85.00
36 inch Box	\$325.00
48 inch Box	\$750.00
Mexican Fan Palm per foot 8TH (brown trunk height)	\$45.00

Tree Installation:

24 inch Box	\$100.00
36 inch Box	\$300.00
48 inch Box	\$750.00
Mexican Fan Palm 10-30 feet 8TH	\$300.00

Tree Watering:

Watering of young trees, water trunk/operator-per day \$400.00

Day Rate Crew:

Boom truck w/chip body, low decibel chipper, operator, and ground person per eight (8) hour day \$800.00

Call in Crew:

Per fully equipped per man, per hour, cost, crew called in for
unscheduled service \$50.00

Emergency Crew:

Per fully equipped cost per man, per hour, crew called in for emergency
service nights/weekends \$75.00

C. PENALTY SCHEDULE

CONTRACTOR and CITY agree that if completion of certain services to be provided by CONTRACTOR under this Agreement specified below are delayed, not performed or performed in a manner outside of specifications, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the Agreement. This is in addition to CITY's other remedies allowed by law, including the contractual requirement that the condition be remedied. The following penalties shall be assessed for the circumstances described:

Worker without proper uniform and/or safety apparel, vehicle without proper signage	\$100.00 per occurrence
Failure to properly notice prior to the commencement of non-emergency work	\$100.00 per occurrence
Use of gasoline powered handheld or backpack blower	\$100.00 per occurrence
Debris or trash left in area that has been vacated by workers	\$100.00 per occurrence
Postings left in place after work has been completed and area vacated by workers	\$100.00 per occurrence
Staging debris in traffic lane(s) for more than one (1) hour after generation of same debris/unattended debris	\$100.00 per occurrence
Failure to post warning signage when operating equipment in pedestrian/vehicular traffic area, violation of traffic control standards, lack of required flag person(s)	\$200.00 per occurrence
Disposal of debris at unauthorized sites (e.g. residential trash receptacles, commercial trash dumpsters, park site waste containers)	\$500.00 per occurrence.
Pruning in a manner that leaves tissue tears on remaining limbs	\$500.00 per tree
Equipment leaking fluids	\$500.00 per occurrence +cost to mitigate damage
Disfigurement/errant removal of CITY tree	\$500.00 per occurrence+ cost to mitigate value of loss in accordance with "Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, current edition.
Failure to respond to emergency or after hours tree service requests within one (1) hour	\$500.00 per occurrence
Unauthorized use, transport and/or storage of any chemical insecticide, herbicide, fungicide product in the City of Manhattan	\$1000.00 per occurrence+ possible contract termination
Loss of control incident	\$1000.00 per occurrence+ cost to mitigate damage + possible contract termination

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #1
(GENERAL)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$ 1,000,000.00, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:

A. General Liability

- (1) Comprehensive Form
- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

This policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- 11. Host Liquor Liability
- 12. Liquor Law Liability
- 13. Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager

Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #2
(AUTO)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000.00, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Code 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)
- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager

Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF MANHATTAN BEACH
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as principal, and _____,

a corporation, incorporated, organized, and existing under the laws of the State of _____ and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Manhattan Beach, a municipal corporation, located in the County of Los

Angeles, State of California, in the full and just sum of _____

_____ Dollars (\$_____), lawful money of the

United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, said principal has entered into, or is about to enter into, a certain

written contract or agreement, dated as of the ____ day of _____,

20____, with the said City of Manhattan Beach for _____

—

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said Principal _____ shall faithfully and well and truly do, perform and complete, or cause to be done, performed and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal _____, as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND

(Continued)

In the event any suit, action, or proceeding is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED, and DATED this ___ day of _____, 20_._

(CORPORATE SEAL)

Principal

(CORPORATE SEAL)

Surety

The foregoing bond is hereby approved
by me as to form

City Attorney