

**CITY OF MANHATTAN BEACH
TREE MANAGEMENT SERVICES AGREEMENT**

THIS TREE SERVICES AGREEMENT ("Agreement") is made and entered into as of January 1, 2020, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and WEST COAST ARBORISTS, INC., a California Corporation ("Contractor"). Contractor's license number is 366764 (C-61 – Tree Service and C27 - Landscaping); Contractor's DIR registration number is 1000000956.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Tree Management Services ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Fee Schedule dated October 14, 2019, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the Director of Public Works and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director of Public Works. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director of Public Works, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.

3. Term. This Agreement shall become effective on the date first set forth above and shall remain in effect until the tasks described herein are completed to City's approval, but in no event later than December 31, 2022, unless sooner terminated pursuant to Section 12 of this Agreement. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions as this Agreement for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

2) City gives Contractor a written notice to proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

5. Time. Time is of the essence in this Agreement.

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Two Hundred Ninety-Eight Thousand Dollars (\$298,000.00) per year, in accordance with the prices as submitted in Exhibit B.

8. Payments. Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

10. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may 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 subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor

shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 15 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, 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.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out

the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

15. Antitrust Claims. Contractor offers and agrees to assign to City 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Familiarity with Work.

- A. By executing this Agreement, Contractor represents that it has
- 1) Thoroughly investigated and considered the scope of services to be performed;
 - 2) Carefully considered how the services should be performed; and
 - 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor

will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

17. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

19. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

20. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

21. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

23. Payment Bond. Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

24. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

25. Warranty. Contractor warrants that the work, including equipment and materials, shall conform to professional standards of care and practice in effect at the time the work is performed. Work shall be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the RFP, the Contractor warrants that all equipment and materials provided shall be new. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended. Contractor shall warrant all labor and materials for a period of one (1) year from completion of work. The Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement. There shall be a 90-day warranty for all plants.

26. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

27. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the

receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

28. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

29. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

30. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

31. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

32. Authority. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

33. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

34. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who

causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

36. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Stephanie Katsouleas, P.E.
Director of Public Works
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

To Contractor:

The address listed in Exhibit B.

38. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

39. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

[signatures begin on next page]

CITY OF MANHATTAN BEACH

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

APPROVED AS TO CONTENT:

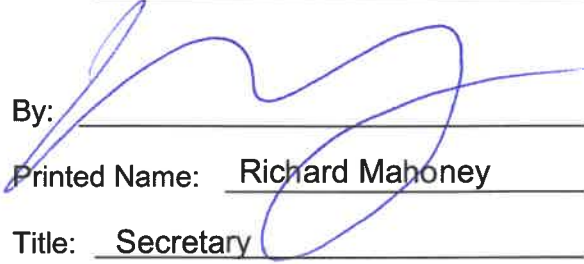
By: _____
Director of Public Works

WEST COAST ARBORISTS, INC.

By: _____


Printed Name: Patrick Mahoney

Title: President

By: _____


Printed Name: Richard Mahoney

Title: Secretary

EXHIBIT A SCOPE OF WORK

1. DEMOGRAPHICS

The City of Manhattan Beach is three square miles in area with 12,000 trees.

2. REQUIRED LICENSES & CERTIFICATIONS

Contractor must possess a valid State California C-27 and a C-61/D49 Contractor's License and a valid California State Pest Control License. Contractor must also possess OSHA certification of aerial equipment used during the term of this contract.

All personnel must be qualified and trained in the tree maintenance industry, including a manager who is an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the Contractor must have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by the City Urban Forester.

Contractor must have a Quality Control Plan for the City of Manhattan Beach. The plan must be an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. Contractor must have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

3. SPECIFICATIONS

Contractor will be required to perform and complete the following landscape and/or tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

- Tree pruning
- Tree removal
- Stump grinding
- Tree planting
- Crew rental
- Emergency response
- Clearance pruning
- Tree watering
- Small tree care
- Palm trunk skinning
- Root pruning
- Specialty equipment rental
- Arborist services/inspection
- Foliar and pesticide treatments
- Data entry
- Additional work
- GPS Tree inventory
- Online Maintenance Access*

** Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning,*

planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the Urban Forester, the annual pruning of approximately 3,700 trees, within the City's 4 square miles, will take place in the City medians, parks, open spaces, and facilities. All tree pruning must include structural pruning, crown raising, crown cleaning, and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards. Contractor will furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. Special works that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS

Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the Urban Forester for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The Urban Forester must direct contractor or city staff to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. CITYWIDE TREE RISK SURVEY

The Contractor must be required to provide an annual Level 1 Tree Risk Survey of the City's approximately 12,000 trees, and these services must be provided annually throughout the term of the contract. The trees assessed will be documented from a drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

D. CALIFORNIA DEPARTMENT OF FISH AND GAME CODE #3503

California Department of Fish and Game Code #3503 states, "It is unlawful to take, possess or needlessly destroy the nest or eggs of any bird," therefore, it must be the Contractor's responsibility to bypass and leave undisturbed any or all trees scheduled for pruning or removal if active nesting birds or eggs are found to occupy the tree(s). Tree care operations will generally start on September 1st and end by March 31st.

E. TREE INVENTORY

The Contractor must provide complete Citywide GPS Tree Inventory, a Level 1 Citywide Tree Risk Survey, and these services must be completed annually. The Contractor will provide to the Urban Forester access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, exact trunk diameter for each tree (for PHC services), work history, and tree and planting site location and information. Additionally, program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring. The tree inventory software program must be an Internet-driven tracking program. The program must have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor must provide

software support to the City for the entire term of the contract. There must be no additional costs to the City for these services.

The Contractor must provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

I. GPS Tree Inventory

On or before April 1, 2020, the Contractor must provide complete Citywide GPS Tree Inventory of the City's approximately 12,000 trees, and these services must be completed annually throughout the term of the contract. The Contractor must complete a Citywide Global Positioning System (GPS) tree inventory and a Level 1 Tree Risk Survey collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. The Urban Forester 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.

A GPS tree inventory must be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor must be required to create an ESRI ArcView/ArcGIS compatible "shape file". The new inventory must be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The contractor's tree inventory must be conducted by visiting each tree site or vacant planting site and plot the position. The data must be compatible with the latest version of ArcView. Minimum accuracy must be not more than one (1) submeter.

II. GPS Inventory

The City will provide the most recent GPS inventory data in its possession to Contractor upon award of contract. Contractor will manage the entire inventory work. The work must include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- a. Tree Number
- b. District/Zones/Parks/R-Areas/Residential
- c. Street
- d. Location by Address

- e. Location by GIS
- f. Species by botanical name & common name
- g. Exact trunk diameter for each tree
- h. Tree height
- i. Tree condition
- j. Tree dollar value
- k. Recommended Maintenance
- l. Existing overhead Utilities
- m. Tree Grate information; tree grate Y/N, cast iron/concrete, condition
- n. Parkway Size
- o. Parkway Type
- p. Sidewalk damage
- q. Planting opportunities / empty tree wells / parkways

III. Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application must include the following minimum requirements:

- a. Mobile application must be compatible with Android systems.
- b. Mobile application must be usable for precision mobility view as user moves through canopied areas.
- c. Mobile application must include multiple layering feature including aerial imagery and street names.
- d. Mobile application must display tree icons based on precise GPS coordinates.
- e. Mobile application must be able to illustrate live work history records.
- f. Mobile application must allow a function that permits live data updates.
- g. Mobile application must be updated as new work records are modified.

IV. Technical Support and Maintenance

The Contractor must provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor must provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor must be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

4. SPECIAL PROVISIONS

Work may consist of tree pruning, traffic clearance pruning, and palm pruning as specified.

A. DEFINITIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, the direction, requirement, permission, approval or acceptance by the City is intended unless otherwise stated. As used herein, "provide" must be understood to mean "provide complete", in total. The word "site" means the location receiving the service. The use of the word "Contractor" means the Contractor and/or any person employed by them and working under this contract.

B. WORK QUALITY

All tree pruning must comply with the appropriate arboriculture practices for the particular species of trees being trimmed, and the tree pruning must be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor must also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018, latest edition. The City's Urban Forester will determine if the Contractor has met all pruning requirements.

C. STANDARDS

Prior to beginning the work, the Contractor must review with the City's Urban Forester various methods, tools, and work scheduling to be used on the work. Unless otherwise indicated, tree pruning must include but not be limited to accepted pruning activities.

Daily tree pruning operations must commence no earlier than 7:00 A.M. and must be completed each day no later than 5:00 P.M., depending on city ordinances. No pruning operations must be allowed on Weekends or observed City Holidays (excluding emergencies), unless approved by the Urban Forester. The working hours for the Downtown Business Improvement District are 7:00 am to 12:00 pm, and must be strictly enforced. Trees and palms in the Downtown Business Improvement District must be serviced biannually, generally in March and September.

The following locations are subject to the working hours of 9:00 am to 3:00 pm.

- Sepulveda Blvd.
- Highland Ave.
- Manhattan Beach Blvd.
- Marine Ave.
- Rosecrans Ave.
- Artesia Blvd.

All debris resulting from tree pruning operations must be removed from the work site on a daily basis.

1. Tree Pruning

At the direction of Urban Forester, tree pruning routes must be established annually. All tree pruning must include, structural pruning, crown raising, crown cleaning, and crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Part 1 Standards, latest edition. No less than 10%, and no more than 25% of the foliage is to be removed in a growing season. Trees must also be trimmed to remove any obstruction around traffic control devices, traffic signals, and street lights. Additional trimming must be performed to mitigate any effect of the clearance trimming and provide an aesthetic appearance.

- a. Contractor must comply with Standards of CAL OSHA and American National Standard Institute, Z133 Safety Requirements.
- b. Contractor must notify the resident forty-eight (48) hours in advance of scheduled pruning. Contractor must provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- c. Contractor must endeavor to maintain good public relations at all times. The work must be conducted in a manner which will cause the least possible interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations.
- d. The Contractor must be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor must be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- e. Contractor must exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. 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 must then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- f. No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible palms when needed.
- g. Final pruning cuts must be made without leaving stubs. Cuts must be made in a manner to promote fast callous growth.
- h. Topping is prohibited.
- i. The specific techniques employed must be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs must be removed at the trunk or main branch. All cuts must be made sufficiently close, ½ inch, to the parent stem so that callus wood can readily start under normal conditions. All limbs 2" or greater must be undercut to prevent splitting. The remaining limbs and branches must not be split or broken at the cut. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline of the tree.

- j. Cut laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume dominance or 1/3 the size of the parent limb removed. Tree foliage must be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- k. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- l. Small limbs, including suckers and waterspouts, must be cut close to the trunk or branch from which they arise.
- m. Heading, rounding over, or stubbing must not be an accepted practice for reducing the size or the framework of any tree.

2. Vehicular and Pedestrian Clearance

As directed by city staff, tree pruning for traffic clearances must provide clearances of seventeen (17') feet above finish grade for moving vehicles within the traveled roadway, and nine (9') feet for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300, Part 1. Vehicular and Pedestrian Clearance must be determined by the Urban Forester and conform to the following:

- a. The minimum clearance under trees within the street right-of-way must be seventeen (17') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care must be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume dominance or 1/3 the size of the parent limb removed.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palms

Palm tree pruning must consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the Urban Forester and in accordance the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the Urban Forester. The Contractor must be required to use an aerial tower with sufficient height to reach the crown for the purpose of palm pruning.
- b. Palm pruning must consist of the removal of dead fronds, fruit, flowers, and must be removed without excessive damage to remaining live tissue. Annual palm pruning must include the skinning, removal of sheath/petiole, of thirty-six (36") inches of the previous years remaining sheath/petiole. The skinning must not encroach within thirty-six (36") inches from the base of the green fronds, at the top of the palm.

4. Additional Tree Pruning – By Service Request

Trees that need service in addition to the standard Annual Tree Pruning Program will be directed by service request from the Urban Forester. Contractor will have two weeks from notification to complete additional tree pruning service requests.

Trees must be trimmed to provide a minimum clearance of seventeen (17') feet over the roadway and nine (9') feet over walkways. Trees must also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming must be performed to mitigate any effect of the clearance trimming and provide an aesthetic appearance.

It is the City's intent to allow residents to request and pay for additional work (to City-owned trees only, and only during City tree trimming operations) through the City and this contract on an individual request basis. Any additional work will be authorized and directed by the City using prices as listed in this contract for supplemental work.

The specific techniques employed must be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs must be removed at the trunk or main branch. All cuts must be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater must be undercut to prevent splitting. The remaining limbs and branches must not be split or broken at the cut. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline of the tree. All trees must be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of twenty (24") four inches, and a three (3') foot radius from stump. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special works that are difficult to access with

equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The Urban Forester must make the final determination to remove or provide public noticing for removal at a later date. Removals must be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and must be disposed of at the direction of city staff. No wood must be left along public right-of-way unless approved by the Urban Forester. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top must be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor must be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 24-inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor must grind the stump a minimum three feet radius of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces must be restored to their original condition.

6. Tree Planting

Trees must be installed per the Department of Public Works ST-14 Tree Planting Detail. Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by the Urban Forester. Within forty-eight (48) hours of installation tree(s) must be GPS Inventoried per specifications in in Section D. Tree Inventory. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor must provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The Contractor must be responsible for marking locations and the notification of the Underground Service Alert (USA) prior to planting.

- c. Planting pit must be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor must examine 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.
- d. Tree must be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball must be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball must be 3 inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways must have a 4"-6" 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 must be watered thoroughly by filling the water retention basin twice.
- g. All trees must be staked with two wooded lodge poles and two ties per pole, per ST-14 Tree Planting Detail.
- h. Trunk protectors such as Arbor-Gards or an approved equal must be placed at the base of the trunk of all new trees immediately after planting.
- i. 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 that redirects root growth, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier must be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees must be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current

ANSI Z60.1 Standards. Trees must be free from pests, disease and structural defects.

7. Crew Rental Rate

As directed by the Urban Forester, the Contractor's crew and equipment can be instructed to complete any type of miscellaneous tasks 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 and trees requiring service prior to their regular annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance, or broken limbs. These services will be performed at the Crew Rental rate.

8. Emergency Response

The Contractor will be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. Emergency response work must begin within two (2) hours of the initial telephone call by the Urban Forester.

Contractor must provide a twenty-four (24) hour emergency telephone number or the names and cellular telephone numbers of at least three (3) contact individuals. Should the contact persons or their telephone numbers change during the course of the contract, the changes must be submitted to the Urban Forester within two (2) working days.

Contractor must be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor must be required to notify the responsible utility company.

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

9. Tree Watering

Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger. At a frequency to be determined by the Urban Forester.

10. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor must be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

11. Arborist Services

The Urban Forester may require tree evaluations including written reports. The contractor must provide an hourly rate for an Arborist that can respond

to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

12. Plant Health Care

At the direction of the Urban Forester the contractor must be required to provide plant health care services including but not limited to the following; injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the Department of Pesticide Regulations.

a. PESTICIDE USAGE AND REPORTING

i. Contractor must submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment. Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including IPM and NPDES.

ii. City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

b. PESTS AND DISEASES

i. All trees known or suspected to be diseased/infested, Contractor must disinfect all tools and cut surfaces after each cut and between trees.

ii. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County. Contractor must handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

iii. Material and debris from trees with known or suspected disease/infestation must be chipped to 1" or smaller and must not be left on site or used as much off site.

iv. No additional charges for disinfection or special handling must be allowed.

c. PESTICIDE TREATMENT OF TREES

i. Contractor must have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the

"in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.

ii. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application must be trunk or soil injection.

iii. Pesticides may only be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests if approved by the Urban Forester.

13. TRAFFIC CONTROL

Contractor must conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor must employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones must be used to identify work site for vehicular and pedestrian safety.

14. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor must be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications must be made in the form of door hangers. Posting must occur within 100 feet of tree pruning operations if traffic is unobstructed, and the entire block must be closed if traffic is obstructed.

City approved "No Parking" signs must be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

15. CLEAN UP

Contractor must 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.

Each day's scheduled work must be completed and cleaned up and under no circumstances must any brush, leaves, debris or equipment be left on the street overnight when feasible. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however, the City will not be responsible for security of Contractor's equipment.

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

The City staff or other authorized representative, must be the sole judge as to the adequacy of the cleanup.

16. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. Contractor must provide the City with their Greenwaste Recycling report detailing the amount of debris recycled and the location. The report will be used for compliance with Assembly Bill 939.

a. Greenwaste Recycling Reporting:

Green waste includes: trimmings, including all organic materials such as plant trimmings, branches, and flowers; grass clippings of any variety of grass; leaves and branches, including all fresh or dried leaves and branches.

All green waste produced as a result of the Contractor's operations under this Agreement must be reduced, reused, recycled, and/or transformed. Weight slips must be required as proof of final processing and must be submitted with each demand for payment.

Reducing must include, but not be limited to, chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and proof of such will be provided with each demand for payment.

Reusing will include, but not be limited to, using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, contractor must provide the City documentation (with each demand for payment) from the property owner indicating location and amount of material to be used at that location.

Recycling will include, but not be limited to, firewood that is too large to be chipped, ground or shredded for use as mulch. Transformation will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by Contractor, Contractor must provide to the City proof of such an operation with each demand for payment. The City must receive all recycling credit for any materials recycled, subject to CA solid waste law.

A calendar year (Jan – Dec) tonnage report must be submitted to the City on the 20th of each month in MS Excel including the following:

- Month

- Material type
- Tonnage Recycled
- Tonnage Landfilled (Residual)
- What was done with the material
 - o How & where recycled material was taken to
 - o Where landfilled material was taken to

	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Material Type													
Tonnage Recycled													
Tonnage Landfilled (Residual)													
How /w here recycled													
Where landfilled													

b. Wood Chips:

i. Chips generated from pruning operations within the City may first be dumped at a City designated site.

ii. At the direction of the City, wood waste generated from tree removals must be chipped into pure wood chips with an even uniform size. These chips must be dumped in specified locations in the City.

17. PARKING

The City will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract. Contractor will hold the City harmless and release the City of liability as a result of theft or vandalism. Should a site not be available, then the contractor may park on City right-of-way near the work area(s).

18. INSPECTIONS

The City or its designated representative, must, at all times, have access to the work and must 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.

EXHIBIT B

FEE SCHEDULE

WEST COAST ARBORISTS, INC.

Tel 800.521.3714

License # 366764

Ross Montes, Area Manager Tel 714.348-1149 rmontes@wcainc.com

2200 E Via Burton Street, Anaheim, CA 92806

Annual Tree and Palm Pruning Pricing							
A. Various Species Tree Pruning:							
	Size	Quantity	Unit Price		Extended Price		
	0 - 6" DSH	120	\$ 39.00 each		\$ 4,680.00	total	
	06" - 12" Diameter at standard height	550	\$ 74.00 each		\$ 40,700.00	total	
	12" - 18" Diameter at standard height	400	\$ 124.00 each		\$ 49,600.00	total	
	18" - 24" Diameter at standard height	200	\$ 215.00 each		\$ 43,000.00	total	
	24" - 30" Diameter at standard height	100	\$ 284.00 each		\$ 28,400.00	total	
	30" - 36" Diameter at standard height	50	\$ 339.00 each		\$ 16,950.00	total	
B. FAN PALM Pruning:							
	Size	Quantity	Unit Price		Extended Price		
	1' - 15' in height	60	\$ 29.00 each		\$ 1,740.00	total	
	15' - 30' in height	450	\$ 39.00 each		\$ 17,550.00	total	
	30' - 45' in height	160	\$ 74.00 each		\$ 11,840.00	total	
C. QUEEN PALM Pruning:							
	Size	Quantity	Unit Price		Extended Price		
	1' - 15' in height	100	\$ 39.00 each		\$ 3,900.00	total	
	15' - 30' in height	450	\$ 49.00 each		\$ 22,050.00	total	
D. KING PALM Pruning:							
	Size	Quantity	Unit Price		Extended Price		
	1' - 15' in height	100	\$ 29.00 each		\$ 2,900.00	total	
	15' - 30' in height	150	\$ 39.00 each		\$ 5,850.00	total	
E. WINDMILL Pruning:							

West Coast Arborists, Inc. Proposal continued.

	Size	Quantity	Unit Price		Extended Price	
	1' - 15' in height	80	\$ 39.00	each	\$ 3,120.00	total
F. DATE PALM Pruning:						
	Size	Quantity	Unit Price		Extended Price	
	1' - 15' in height	10	\$ 99.00	each	\$ 990.00	total
	15' - 30' in height	20	\$ 149.00	each	\$ 2,980.00	total
	30' - 45' in height	30	\$ 199.00	each	\$ 5,970.00	total
		3,030				
G. Various Species Tree Pruning:						
	Size	Quantity	Unit Price		Extended Price	
	0 - 6" DSH	90	\$ 39.00	each	\$ 3,510.00	total
	06" - 12" Diameter at standard height	150	\$ 74.00	each	\$ 11,100.00	total
	12" - 18" Diameter at standard height	20	\$ 124.00	each	\$ 2,480.00	total
	18" - 24" Diameter at standard height	2	\$ 258.00	each	\$ 516.00	total
	24" - 30" Diameter at standard height	2	\$ 358.00	each	\$ 716.00	total
H. QUEEN PALM Pruning:						
	Size	Quantity	Unit Price		Extended Price	
	1' - 15' in height	90	\$ 39.00	each	\$ 3,510.00	total
	15' - 30' in height	220	\$ 49.00	each	\$ 10,780.00	total
	30' - 45' in height	10	\$ 74.00	each	\$ 740.00	total
I. KING PALM Pruning:						
	Size	Quantity	Unit Price		Extended Price	
	1' - 15' in height	50	\$ 29.00	each	\$ 1,450.00	total
	15' - 30' in height	25	\$ 39.00	each	\$ 975.00	total

		3,689				
GRAND TOTAL BID PRICE					\$ 297,997.00	

West Coast Arborists, Inc. Proposal continued.

Extra Work Pricing			
Palm Skimming:			
	Fan Palm (Washingtonia spp.) per linear foot	\$	20.00
	Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$	25.00
Tree Removal (per inch) of trunk			
	Tree & Stump removal per dia. Inch 0 - 24" dbh	\$	39.00
	Tree & Stump removal per dia. Inch over 25" dbh	\$	49.00
	Stump grinding per (trunk) stump diameter inch at grade	\$	19.00
	Stumps shall be ground to a depth of twenty four (24") inches		
Tree Planting & GPS at time of install - (per tree)			
	Tree planting includes tree, stakes, ties, and labor		
	15-gallon tree	\$	174.00
	24-inch box tree	\$	334.00
	36- inch box tree	\$	794.00
	48-inch box tree	\$	1,194.00
Tree Watering (per hour)			
	Watering young trees, includes water truck and operator -per hour	\$	84.00
Root Pruning - (per linear foot)			
	Per foot of roots pruned	\$	29.00
Root Barrier Installation - (per linear foot)			
	Per foot of root barrier installed	\$	29.00
General Labor Rates for work not already specified - (per man hour)			
	3-man crew with equipment	\$	84.00
Daily Crew & Equipment Rate - (per man hour)			
	Boom truck per eight (8) hour day to include a chip body, low		
	decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer & 1 Groundperson	\$	2,016.00
Specialty Equipment Hourly Rate - (per hour)			
	Crane	\$	249.00
	95-foot aerial tower	\$	149.00

West Coast Arborists, Inc. Proposal continued.

	Loader or Bobcat	\$	99.00
	Emergency Services - (per hour)		
	Emergency response services per man hour:		
	During normal business hours (Mon-Fri 7am to 4pm)	\$	119.00
	After hours, weekends &/or holidays	\$	144.00
	General Arborists Services - (per hour)		
	Written Arborist Reports	\$	149.00
	Airspade Services	\$	149.00
	Fumigation Services	\$	149.00
	Fertilization Services	\$	149.00
	Level 1, 2 and 3 Risk Assessments	\$	174.00
	Soil Testing / Soil enhancements	\$	149.00
	GPS Tree Inventory - (per hour)		
	Cost per tree site collected including vacant sites	\$	4.00
	Description: Trunk injected of recommended material.		
	Trunk Injection (Fungicide) per diameter inch	\$	6.00
	Description: Trunk injected of recommended material.		
	Trunk Injection (Insecticide & Fungicide Combo) per diameter inch	\$	6.00
	Description: Combination of one-time truck to two recommended materials.		
	Avermectin Class Insecticide Injection per diameter inch	\$	6.00
	Description: Recommended trunk injection of Emamectin benzoate active ingredient.		
	GRAND TOTAL	\$	6,591.00

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required

to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT D
PAYMENT BOND
(LABOR AND MATERIALS)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), State of California, has awarded to **West Coast Arborists, Inc.** ("Principal") a contract (the "Contract") to _____ areas of the _____ Department with _____.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ (**\$298,000**), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its: _____

By: _____
Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.