

**CITY OF MANHATTAN BEACH
MAINTENANCE SERVICES AGREEMENT**

This Maintenance Services Agreement (“Agreement”) is dated July 1, 2025 (“Effective Date”) by and between the City Of Manhattan Beach, a California municipal corporation (“City”), and West Coast Arborists, Inc., a California corporation (“Contractor”). City and Contractor are sometimes referred to herein as the “Parties” and individually as a “Party”. 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 and the Scope of Work attached hereto as Exhibit A 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 (“Director”) 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. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director, 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 June 30, 2028, unless sooner terminated pursuant to Section 12 of this Agreement. The City Manager or their designee may extend the time of performance in writing for two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated, or awarded to a new contractor, whichever is less. 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 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.

A. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Five Hundred Seventy Thousand, Four Hundred Eight-Five Dollars (\$570,485) annually, in accordance with the prices as submitted in Exhibit B. The annual contingency amount for unforeseen and emergency services shall be \$50,000. In no event shall the total compensation paid to Contractor exceed Three Million One Hundred-Two Thousand, Four Hundred Twenty-Five Dollars (\$3,102,425) for the initial three-year term, and two optional one-year extensions, including contingency.

B. The amount set forth in paragraph A of this Section includes reimbursement for all expenditures incurred in the performance of this Agreement.

8. Payments. Contractor shall submit to City an invoice via email to invoices@manhattanbeach.gov 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. Indemnity for Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, 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, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively “Liabilities”), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, 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 professional services under this Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims 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 the Indemnitees in connection therewith.

B. Other Indemnities.

1) Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the 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 "Claims"), 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 Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial 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.

C. 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.

D. 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.

E. No Design Services. Contractor acknowledges that the Services to be provided pursuant to this Agreement do not require the services of a “design professional,” as the term is defined in California Civil Code Section 2782.8(c), and that therefore the provisions of California Civil Code Section 2782.8 do not apply to this Agreement.

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

L. 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: **REQUIRED** – or – **NOT REQUIRED**

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. The work shall be warranted by Contractor against defective materials and workmanship for a period of one year. The warranty period shall start on the date the work is completed as determined by the Director.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Director in writing.

All warranties, express or implied, from subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to City, and such warranties shall be delivered to the Director prior to acceptance of Contractor's performance of the Agreement.

Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse City for the actual costs, Contractor's Surety shall be liable for the cost thereof.

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 services 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 this 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:

City of Manhattan Beach
Erick Lee, Public Works Director
3621 Bell Avenue
Manhattan Beach, California 90266

To Contractor:

West Coast Arborists, Inc.
Patrick Mahoney, Chief Executive Officer
2200 E. Via Burton Street
Anaheim, California 92806

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.

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

West Coast Arborists, Inc.,
a California corporation

By: _____

Name: Talyn Mirzakhonian
Title: City Manager
Date:

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

APPROVED AS TO FORM:

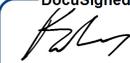
By: _____

Name: Quinn M. Barrow
Title: City Attorney
Date:

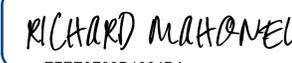
APPROVED AS TO CONTENT:

By: _____

Name: Erick Lee
Title: Public Works Director
Date:

DocuSigned by:

By: _____
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Name: Patrick Mahoney
Title: Chief Executive Officer
Date: 3/25/2025

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By: _____
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Name: Richard Mahoney
Title: Secretary
Date: 3/25/2025

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FISCAL CONTENT:

By: _____

Name: Libby Bretthauer
Title: Acting Finance Director
Date:

EXHIBIT A

Scope of Work

Contractor shall provide care and maintenance for 5,400 trees spanning over the City's four (4) square miles. City has approximately 9,700 Global Positioning System (GPS) inventoried trees. Per Municipal Code 7.32.050, the remaining trees will be the responsibility of the adjacent property owner to maintain.

1. CONTRACT ATTACHMENTS:

Attachment I – City Medians:

- Rosecrans Avenue; Aviation Boulevard to Highland Avenue
- Marine Avenue; Aviation Boulevard to Sepulveda Boulevard
- Manhattan Beach Boulevard; Aviation Boulevard to Elm Avenue
- Artesia Boulevard; Aviation Boulevard to Sepulveda Boulevard
- Sepulveda Boulevard; Rosecrans Avenue to Artesia Boulevard
- S Aviation Boulevard; Ruhland Avenue to Nelson Avenue

Attachment II – City Parks:

- Polliwog Park at 1601 Manhattan Beach Boulevard
- Manhattan Heights Park at 1600 Manhattan Beach Boulevard
- Creative Arts Center at 1560 Manhattan Beach Boulevard
- Sand Dune Park at 550 33rd Street
- Marine Avenue Park at 1625 Marine Avenue
- Marine Sports Park at 1801 Marine Avenue
- Live Oak Park at 1901 N Valley Drive
- Larsson Street Parquette at 211 Larsson Street
- 8th Street Parquette at 1746 Eighth Street
- Nelson Parquette at Sout Aviation Boulevard & Nelson Avenue
- Bruce's Beach at Highland Avenue & 27th Street
- Block 35 (Water Tower Park) at 1401 6th Street
- Veterans Parkway at Valley Drive between Sepulveda Boulevard and Boundary Place
- Manhattan Village Field at 1300 Parkview Avenue

Attachment III – City Facilities

- City Hall at 1400 Highland Avenue
- Annex (Chamber/Post Office) at 425 15th Street
- Metlox at 1221 N Valley Drive
- The Strand (El Porto Lot) between 45th Street and Rosecrans Avenue
- 3714 Highland Avenue (Lot 4) at Rosecrans Avenue and Highland Avenue
- Manhattan Beach Boulevard Parking Lot (Lower Pier Lot)
- City Yard at 3621 Bell Avenue

Attachment IV – Downtown BID

Attachment V – North BID

Attachment VI – Greenwaste Recycling Reporting

Attachment VII – Tree Planting Detail

2. SPECIFICATIONS:

The Contractor shall be required to perform and complete the following tree and/or landscape maintenance work thoroughly and professionally 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:

- Tree pruning
- Tree removal
- Stump grinding
- Tree planting
- Emergency response
- Clearance pruning
- Tree watering
- Small tree care
- Palm trunk skinning
- Root pruning
- Arborist services/inspection
- Arborist Fumigation Services
- Arborist Fertilization Services
- Additional work
- GPS Tree inventory

A. ANNUAL AND BIENNIAL PRUNING PROGRAM:

At the direction of the Urban Forester, the annual pruning and maintenance of 5,400 trees within the City's four (4) square miles will take place in the City medians, parks, open spaces, and facilities. The actual number of trees annually pruned and maintained under this contract will be determined by the City's annual budgetary obligations on a year-by-year basis. The Downtown and North BID, Pier and El Porto lot palms shall be pruned biennially. All tree pruning must include structural pruning, crown raising, crown cleaning, and, if directed, crown reduction per the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 (Part 1)-2017 Pruning Standards, latest edition. The Contractor will furnish all supervision, labor, equipment, and materials necessary to accomplish the work per the Contract. Special works that are difficult to access will require the need for specialty equipment (i.e., a ninety-five (95) foot tower). Service request pruning will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS:

Tree problems that are 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 and other forms of inspection. The Urban Forester will direct Contractors or City staff to correct hazards promptly. All work history should be recorded within the City's tree inventory management program.

C. CITYWIDE TREE RISK SURVEY:

The Contractor is required to provide an annual Level 1 Tree Risk Survey of the City's approximately 9,842 GPS-inventoried 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. The survey shall include a report of all trees discovered having obvious significant defects or other conditions of concern shall 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 Urban Forester's 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, the Contractor is responsible for bypassing and leaving 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 a complete Citywide GPS Tree Inventory, and a Level 1 Citywide Tree Risk Survey, and these services must be completed annually. The Contractor will provide 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, the 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 the 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:

Within thirty (30) days of notice to proceed on or before April 1, 2025, the Contractor must provide a complete Citywide GPS Tree Inventory of the City's approximately 9,842 trees, and these services must be completed annually throughout the term of the Contract. The contractor shall include sidewalk deflection information during the annual tree inventory. The sidewalk inventory information shall include ½ inch deflects fifteen (15') feet from the center of the tree or thirty (30') overall on public property only. 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 the inventory should be linked directly to a Geographical Information System (GIS) program, specifically ESRI ArcGIS. 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. The Contractor is required to create an ESRI ArcGIS compatible "shapefile". 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 plotting the position. The data must be compatible with the latest version of ArcGIS. Minimum accuracy must be not more than one (1) submeter.

II. GPS Inventory:

The Urban Forester will provide the most recent GPS inventory data in its possession to the Contractor upon award of the Contract. The Contractor will manage the entire inventory work. The work must include field data collection, data entry, access to the computer software, 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 shall include, but are 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. The 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, tree grate size, cast iron/concrete, condition
- n. Parkway Size
- o. Parkway Type
- p. Sidewalk deflection inventory: ½ inch deflects fifteen (15') feet from the center of the tree or thirty (30') overall on public property only. The sidewalk inventory shall include digital photo of the deflection and a measurement reference.
- q. Planting opportunities / empty tree wells/parkways

III. Mobile Application:

The 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 features, 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 Urban Forester. The Contractor must provide complete support rapidly, with experienced staff available to the City from 7:30 A.M. to 5:00 P.M. Monday through Friday. The Contractor must be readily available by telephone or e-mail.

3. 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.

C. 2 CYCLE EQUIPMENT AND CO₂ EMISSIONS:

To minimize CO₂ emissions, it is desirable that the contractor utilize electric chainsaws with a bar length of sixteen (16) inches or less in length.

D. OPERATIONAL AWARENESS AND STANDARDS:

Before beginning the work, the Contractor must review with the Urban Forester various methods, tools, and schedules 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 7:30 A.M. and must be completed each day no later than 5:00 P.M. No pruning operations will be allowed on weekends or observed City Holidays (excluding emergencies) unless approved by the Urban Forester. The working hours for the Downtown and North Business Improvement Districts are 7:30 A.M. to 12:00 P.M. and must be strictly enforced. Palms in the Downtown and North Business Improvement Districts, Pier, and El Porto Lots must be serviced biannually, generally in March and September.

Observed City Holidays:

- New Year’s Day; January 1st
- Martin Luther King Jr’s Birthday; Third Monday in January
- Presidents Day; Third Monday in February
- Memorial Day; Last Monday in May
- Independence Day; July 4th
- Labor Day; First Monday in September
- Columbus Day; Second Monday in October

- Veterans Day; November 11th
- Thanksgiving Day; Fourth Thursday and the Friday after in November
- Christmas Eve Day, December 24th (Closed half day at 12:00 PM)
- Christmas Day; December 25th

The following median locations are subject to the working hours between 9:00 A.M. to 3:00 P.M.

- Sepulveda Boulevard; Rosecrans Avenue to Artesia Boulevard
- Manhattan Beach Boulevard; Aviation Boulevard to Sepulveda Boulevard
- Marine Avenue; Aviation Boulevard to Sepulveda Boulevard
- Rosecrans Avenue; Aviation Boulevard to Highland Avenue
- Artesia Boulevard; Aviation Boulevard to Sepulveda Boulevard
- South Aviation Boulevard; Ruhland Avenue to Nelson Avenue

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

4. Tree Pruning:

At the direction of the Urban Forester, tree pruning routes must be established annually. All tree pruning must include structural pruning, crown raising, crown cleaning, and crown reduction per 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 ten (10) percent and no more than twenty-five (25) percent 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, streetlights, and buildings. Additional trimming must be performed to mitigate any effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed must be consistent with industry practice for the size and specificity of a tree being trimmed. All dead, broken, damaged, diseased, or insect-infested limbs must be removed from the trunk or main branch. All cuts must be made sufficiently close, half ($\frac{1}{2}$) inch to the parent stem so that wound closure can readily start under normal conditions. All limbs two (2) inches 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.

- a. Contractor must comply with Standards of CAL OSHA and American National Standard Institute, Z133-2012 Safety Requirements, latest edition.
- b. Contractor is responsible for providing and posting "No Parking" signs twenty-four (24) hours before the work is scheduled to begin.
- c. Contractor must always attempt to maintain good public relations. The work must be conducted in a manner that 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 is responsible for ensuring that private property and vehicles at work locations are not endangered or damaged during work.
- e. Contractor must exercise the necessary precautions when working adjacent to aerial and subterranean utilities. The Contractor must utilize Line Clearance Qualified Tree trimmers if working within ten (10) feet of high-voltage power lines. If 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 is notified. Work must then commence per instructions from the utility company. If 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 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 that promotes callous growth.
- h. Topping is prohibited.
- i. 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 one-third (1/3) the size of the parent limb removed.
- j. 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.
- k. Small limbs, including suckers and waterspouts, must be cut close to the trunk or branch from which they arise.
- l. Heading, rounding over, or stubbing is not an accepted practice for reducing the size of the framework of any tree.

5. Vehicular and Pedestrian Clearance:

As directed by the Urban Forester, tree pruning for traffic clearances must provide clearances of eighteen (18) feet above finish grade for moving vehicles within the traveled roadway and ten (10) feet for pedestrians on sidewalks by 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. 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 one-third (1/3) the size of the parent limb removed.
- b. 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.

6. 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 per the following:

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

7. Additional Tree Pruning – By Service Request:

Trees that need service, in addition to the standard Annual Tree Pruning Program, will be directed by service requests from the Urban Forester. The Contractor will have two (2) weeks from receiving notification to complete additional tree-pruning service requests.

The City intends 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 on an individual request basis. Any additional work will be authorized and directed by the Urban Forester using prices as listed in this Contract for supplemental work.

8. Tree Removals:

After the Urban Forester determines trees that require removal, they will prepare a list of trees to be removed, mark trees, notify homeowners, and submit lists to the Contractor. The Contractor is responsible for calling in the USA and preparing an internal work order. The Contractor is responsible for removing trees and hauling all debris and grinding stumps to a depth of twenty-four (24) inches and a three (3) feet radius from the stump. All holes must be backfilled, and all debris cleaned up and hauled away. Special works that are difficult to access with equipment or require the need for a loader, bobcat, crane or an aerial tower over seventy-five (75) feet would fall under Crew and Specialty Equipment Rental rates. The Urban Forester must make the final determination to remove or provide public notice for removal later. Removals must be conducted in a good, workmanlike manner per the standards of the arboricultural professionals.

All wood from removed trees is the property of the City and must be disposed of at the direction of the Urban Forester. No wood must be left along public right-of-way unless approved by the Urban Forester. All of the 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 trapped or otherwise tightly enclosed. The transporting of the 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 the USA and the Contractor. The Contractor must be required to call in the USA at least two (2) days before stumps are to be ground out. All tree stumps must be removed to at least twenty-four (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 within a minimum three (3) 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 chip debris must be removed and loaded into the transport vehicle for disposal. Any damaged paved surfaces must be restored to their original condition.

9. 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 the 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 Section E, Tree Inventory. Planting lists should be compiled by the Inspector and submitted monthly or as needed. The 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 per the specifications herein.
- b. Contractor is responsible for marking locations and the notification of the USA before planting.
- c. Planting pit must be dug twice the width and the same depth as the root ball. Before placing the tree in the planting pit, the Contractor must examine the root ball for injured roots and the 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. Trees must be placed in the planting pit with their original growing level (the truck flare) at the same height as 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 three (3) inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. All air pockets must be eliminated while backfilling the planting pit by watering the soil as the soil is put into the hole.
- f. Trees planted in parkways must have a four (4) to six (6) inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree must be watered thoroughly by filling the water retention basin twice.
- g. Trunk protectors such as Arbor-Guards or an approved equal must be placed at the base of the trunk of all new trees immediately after planting.
- h. In some cases, root barriers may be required. The Urban Forester 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. Root barriers will be considered an additional service request.
- i. Contractor shall ensure that all trash and soil or dirt spilled on any paved surface are cleaned up at the end of each working day.
- j. All trees must be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1-2014

Standards, latest edition. Trees must be free from pests, disease, and structural defects.

10. Crew and Specialty Equipment Rental Rate:

As directed by the Urban Forester, the Contractor's crew and specialty equipment can be instructed to complete any type of miscellaneous tasks that may consist of extraordinary work such as: trimming specific trees or palms requiring immediate attention before their scheduled trim and trees requiring service before 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 and Specialty Equipment Rental Rate. The Crew and Specialty Equipment Rental Rate may also apply to difficult-to-access areas, including but not limited to Sand Dune Park and Veterans Parkway.

11. Emergency Response:

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

The 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 contract, the changes must be submitted to the Urban Forester immediately.

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

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

12. Tree Watering:

Watering is performed by a one-man crew with a water truck, who will water young trees at the Urban Forester's direction. It is considered an additional service request.

13. Small Tree Care:

The City requires an active approach to the care of its young and newly planted trees. The Contractor is 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.

14. Arborist Services:

The Urban Forester may require tree evaluations, including written reports. The Contractor must provide an hourly rate for an Arborist who 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 (1) tree to an entire urban forest population and is handled on a case-by-case basis.

15. Plant Health Care:

At the direction of the Urban Forester, the Contractor is required to provide plant health care services, including but not limited to injecting and soil drenching as necessary to reduce a potentially harmful pest. This is required 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 per the Department of Pesticide Regulations.

a. PESTICIDE USAGE AND REPORTING:

i. Contractor must submit Pesticide Usage Report(s) to the Urban Forester 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 pesticide information needed and, in a format, sufficient for all annual reporting, including Integrated Pest Management (IPM) and National Pollutant Discharge Elimination System (NPDES).

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

b. PESTS AND DISEASES:

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

ii. All trees must be inspected for Polyphagous Shot Hole Borers, Fusarium, Gold Spotted Oak Borers, or other high-priority pests/pathogens as determined by the Los Angeles County Agricultural Commissioner. This is a crucial step in safeguarding the health of our trees. The Contractor must handle all debris in a manner consistent with the 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 one (1) inch or smaller and must not be left on-site or used as much off-site. The debris must be removed and secured in a safe location at the Contractor's expense.

iv. No additional charges for disinfection or special handling is allowed.

c. PESTICIDE TREATMENT OF TREES:

i. The Contractor must have an "in-house" Qualified Applicator apply chemicals per 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 should be trunk or soil injection.

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

d. PESTICIDE TREATMENT AND FERTILIZATION OF KING PALM:

i. The Contractor must have an "in-house" Qualified Applicator apply chemicals per 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 should be trunk or soil injection.

iii. Insecticides may only be used on this Contract for treatment of Banana Moth in King and Queen Palm, and other pests if approved by the Urban Forester.

16. TRAFFIC CONTROL:

The Contractor must conform to all City Traffic Safety, and CA-MUTCD 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 per the American Traffic Safety Services Association (ATSSA).

The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic, including high-visibility Arrow Board(s) as necessary. The contract must ensure all traffic control signs and equipment are in good working condition and are approved by the California Department of Transportation.

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

17. PUBLIC NOTICING OF TREE PRUNING OPERATIONS:

If traffic is unobstructed, a “No Parking” posting must occur within one hundred (100) feet of tree pruning operations, and if traffic is obstructed, the entire block must be closed.

18. CLEAN UP:

When work is completed, the contractor must clean all job sites, including raking leaves, twigs, etc., from the lawns and parkways and sweeping the 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. The Contractor’s equipment may be stored overnight, with advance approval, at the City of Manhattan Beach Public Works Department (The City Yard); however, the City will not be responsible for the security of the Contractor’s equipment.

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

The Urban Forester must be the sole judge as to the adequacy of the cleanup.

19. 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. The Contractor must provide the City with their Green Waste recycling report detailing the amount of debris recycled and its location. The report will be used to comply with Assembly Bill 939.

a. Green waste 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.

Weight slips are 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, the Contractor must provide the Urban Forester documentation (with each demand for payment) from the property owner indicating the 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. If wood is to be kept for firewood by the Contractor, the 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 (January – December) tonnage report must be included with the monthly tree maintenance invoice and submitted to the City in Microsoft Excel, including the following:

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

b. Wood Chips:

At the direction of the Urban Forester, wood waste generated from tree removals must be chipped into pure wood chips of an even uniform size and dumped at the City Yard.

20. PARKING:

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

21. UNIFORMS/IDENTIFICATION:

The Contractor shall provide its workers with a standard uniform displaying company identification. All vehicles and equipment shall also be properly marked with company identification.

22. INSPECTIONS:

The Urban Forester must always have access to the work site and must be furnished with full knowledge of the progress, workmanship, and character of materials and equipment used and employed in the work.

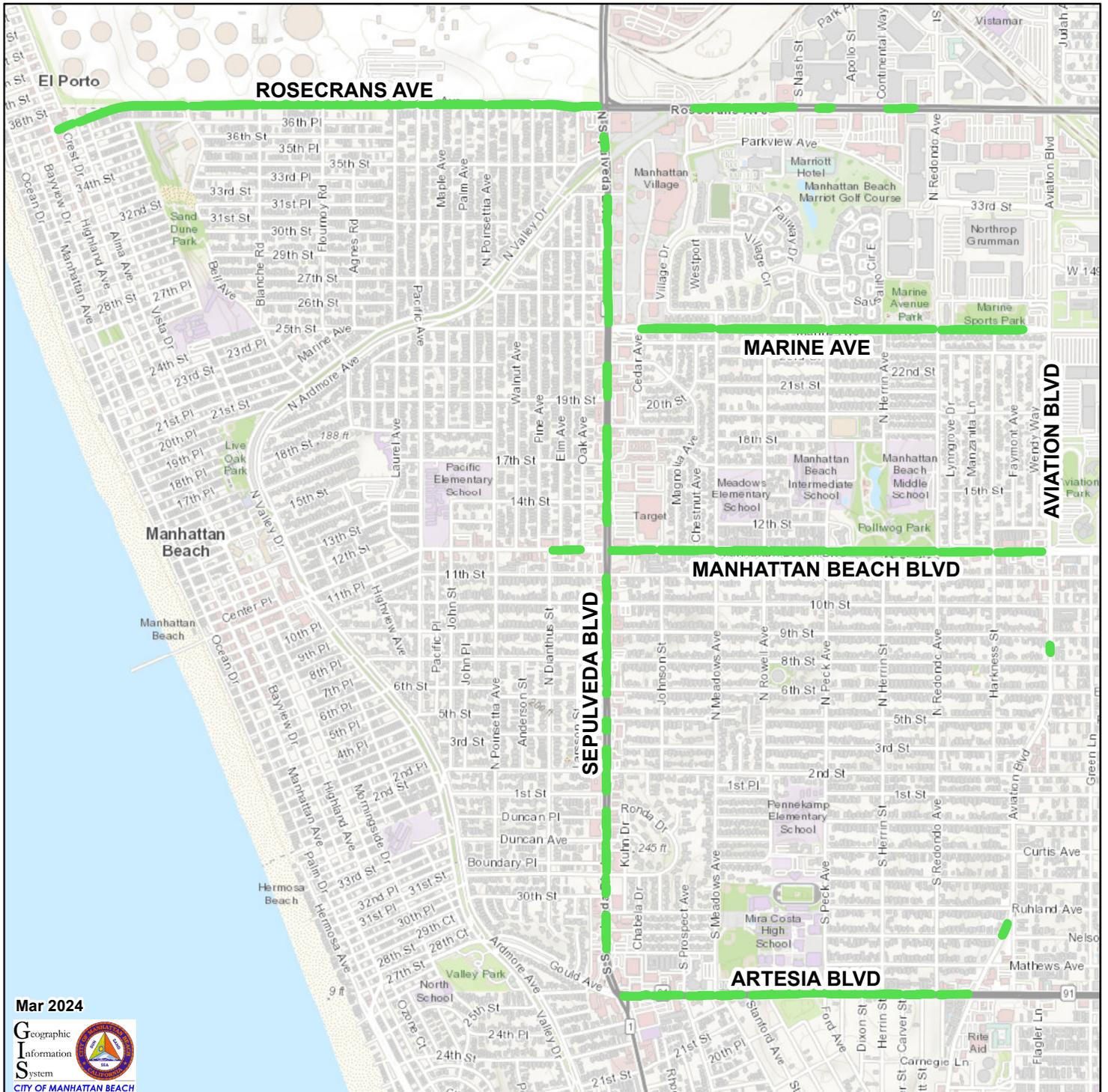
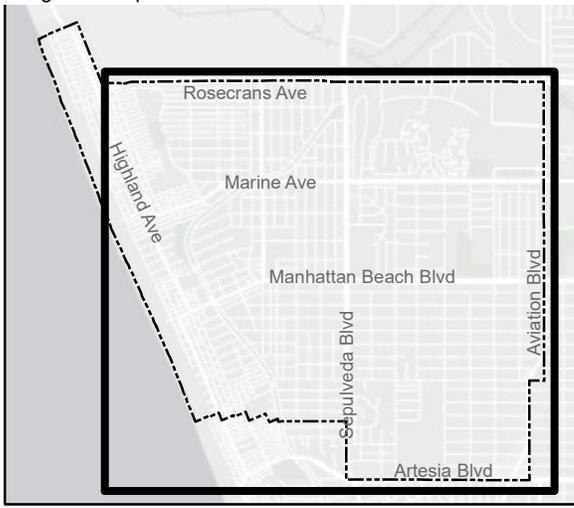
23. ANNUAL COST ADJUSTMENT:

A written request for any cost adjustment may be submitted annually, at least ninety (90) days prior to each anniversary date of the Contract. Such a request must include written justifications for the requested cost increase. The City will evaluate the request for a cost adjustment and will be the sole judge as to whether any cost increase will be approved. Adjustments may not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recent twelve (12) month period to a maximum allowable annual increase of three (3)%.

Attachment I

City of Manhattan Beach

City Medians



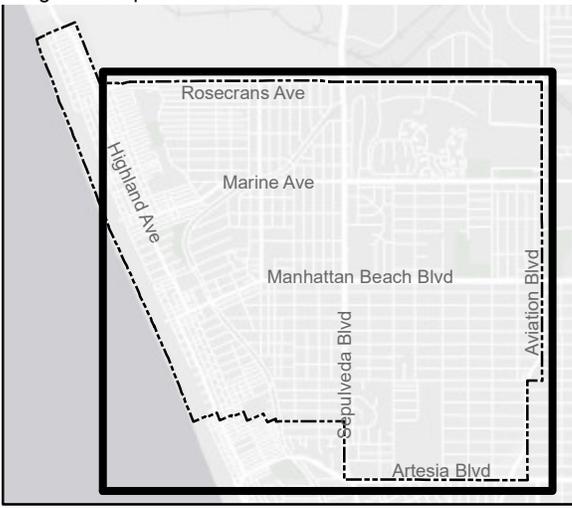
Mar 2024



Attachment II

City of Manhattan Beach

City Parks



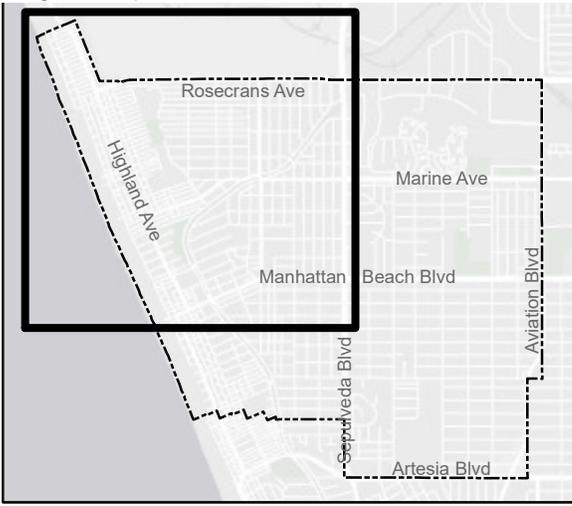
Mar 2024



Attachment III

City of Manhattan Beach

City Facilities

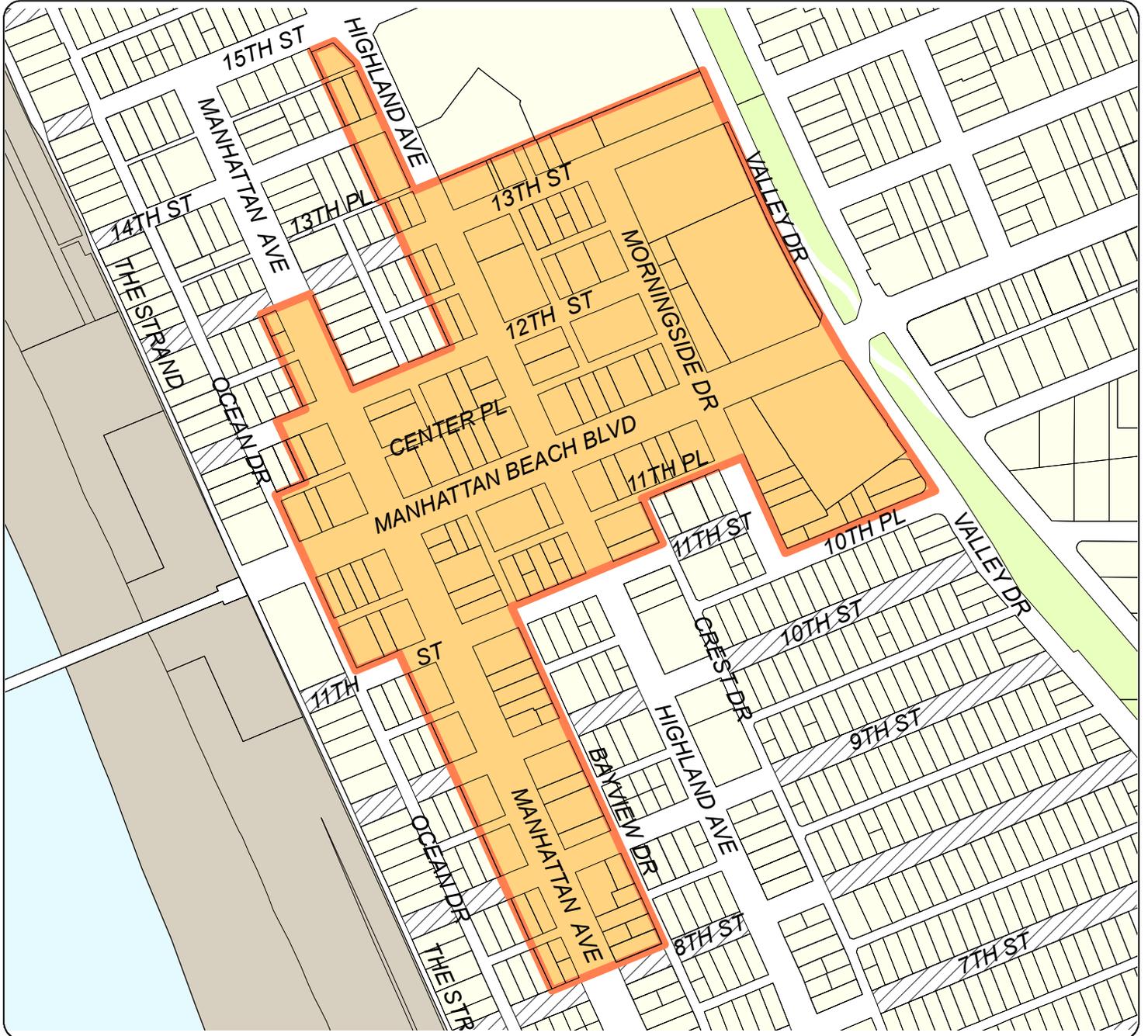


Mar 2024



City of Manhattan Beach

Downtown Business Improvement District

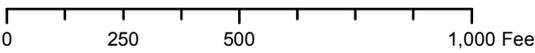


January 2009

City of Manhattan Beach North Manhattan Beach Business Improvement District



May 12, 2009

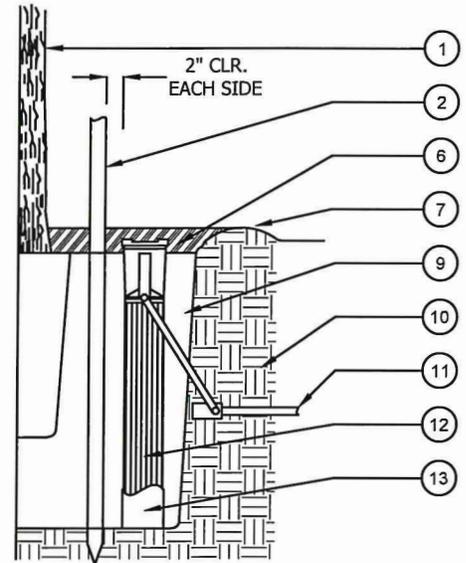
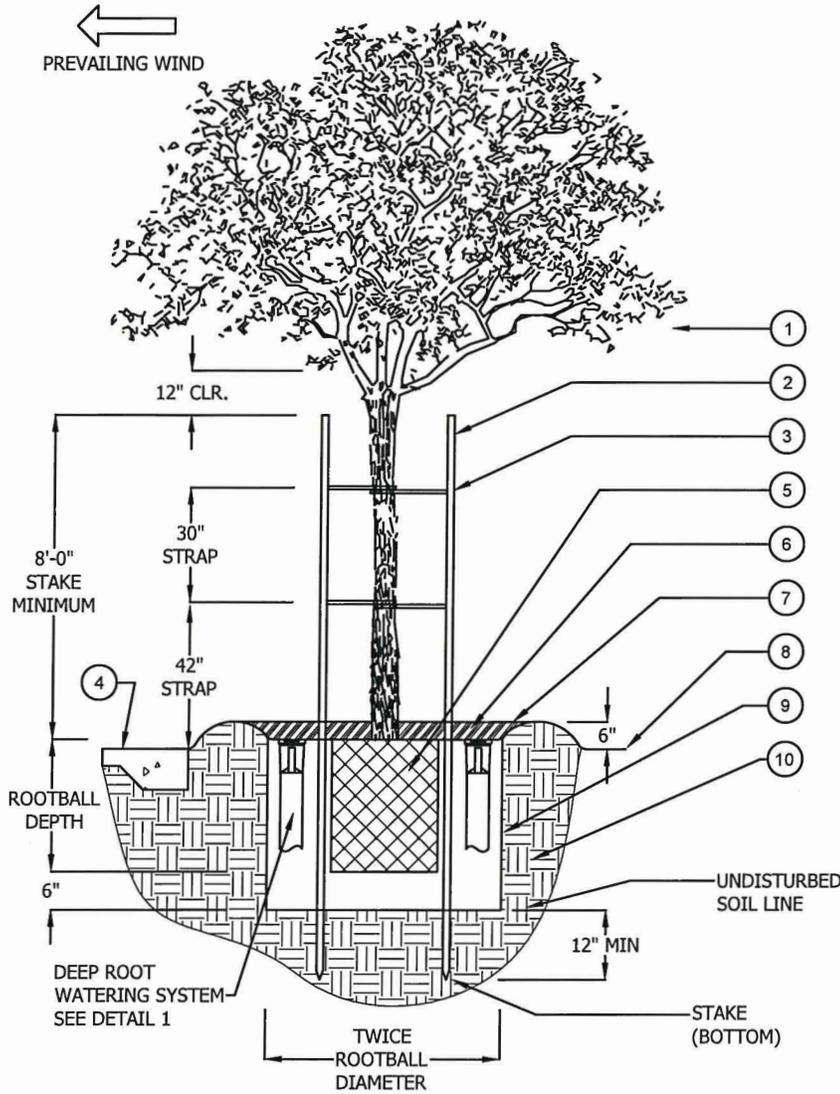


ATTACHMENT VI													
GREENWASTE RECYCLING MONTHLY REPORTING													
	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Material Type													0
Tonnage Recycled													0
Tonnage Landfill (Residual)													0
How/where Recycled													0
Where Landfilled													0

Attachment VII

LEGEND

- 1 TREE(S) SHALL BE 24", 36" OR 48" BOX SIZE, STANDARD TREES, UNLESS SPECIFIED OTHERWISE
- 2 2" DIA. X 12' LONG LODGE POLE PINE STAKES: (2) PER TREE W/ GREEN PRESERVATIVE STAIN. INSTALL 2" CLEAR OF ROOTBALL
- 3 (2) TWO JAIN MANUFACTURER (OR EQUIVALENT) VINYL FLEX TREE TIE STRAPS, MODEL: FSTT-50 WRAP TIGHTLY AROUND EACH LODGE POLE STAKE (IN OPPOSITE DIRECTIONS) AND SECURE
- 4 CONCRETE SIDEWALK
- 5 TREE ROOTBALL: 3" ABOVE GRADE, TAPER ROOTBALL TO GRADE
- 6 4" LAYER TYPE-I BARK MULCH
- 7 6" HIGH WATER RETENTION BASIN RING
- 8 SOIL FINISHED GRADE
- 9 BACKFILL WITH NATIVE SOIL
- 10 UNDISTURBED SITE SOIL
- 11 IRRIGATION WATER PIPE (3/4") DIAMETER MIN.
- 12 RAIN BIRD, TORO MFR. OR EQUIVALENT ROOT WATERING SYSTEM (RWS) WITH 18" TUBE BUBBLER HEAD, 0.50 GPM BUBBLER AND CHECK VALVE ON RISER ASSEMBLY. INSTALL 6" AWAY OF ROOT BALL. TWO (2) REQUIRED PER TREE.
- 13 ROOT WATERING SAND SOCK SHALL BE INSTALLED OVER THE RWS ASSEMBLY TO PREVENT SOIL INTRUSION.



DETAIL 1
ROOT WATERING SYSTEM

NOTES:

1. NO SHRUBS, SUCCULENTS, FRUIT TREES OR CACTUS SHALL BE CONSIDERED FOR PLANTING IN PUBLIC RIGHT OF WAY.
2. THE TREE(S) SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 LATEST EDITION.
3. NO POLE STAKING ARE REQUIRED ON TREE(S) LARGER THAN 36" BOX SIZE.
4. INSTALL (2) TWO TREE STAKES WITH (2) TWO FLEX STRAPS PERPENDICULAR TO THE PREVAILING WIND.
5. PALMS WILL BE CONSIDERED ON A CASE BY CASE BASIS.



DATE REVISED

5/15/2019
2/05/2020

CITY OF MANHATTAN BEACH DEPARTMENT OF PUBLIC WORKS

24", 36", AND 48" BOX TREE PLANTING AND STAKING DETAIL

APPROVED BY

[Signature] 2/5/20

PREM KUMAR, CITY ENGINEER

DATE

STANDARD PLAN NUMBER

MBLI-518A-1(ST-14)

SHEET 1 OF 1

EXHIBIT B

Approved Fee Schedule

Various Species Tree Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtown BID: (1 location)	North BID: (1 location)	TOTALS	UNIT PRICE	SUBTOTAL
0-6"	6	396	145	156	14	717	\$ 44.00	\$ 31,548.00
6"-12"	53	644	275	246	30	1248	\$ 79.00	\$ 98,592.00
12"-18"	63	544	88	36	10	741	\$ 133.00	\$ 98,553.00
18"-24"	76	334	42	4	2	458	\$ 226.00	\$ 103,508.00
24"-30"	37	103	5	4	/	149	\$ 305.00	\$ 45,445.00
30"-36"	24	87	9	1		121	\$ 375.00	\$ 45,375.00

Fan Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtown BID: (1 location)	North BID: (1 location)	TOTALS	UNIT PRICE	SUBTOTAL
1'-15'	/	8		/	4	12	\$ 84.00	\$ 1,008.00
15'-30'		6	6		12	24	\$ 84.00	\$ 2,016.00
30'-45'	82	14	172	24	24	316	\$ 84.00	\$ 26,544.00
45+	60	16				76	\$ 84.00	\$ 6,384.00

Queen Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtown BID: (1 location)	North BID: (1 location)	TOTALS	UNIT PRICE	SUBTOTAL
1'-15'	/	2	/	80		82	\$ 54.00	\$ 4,428.00
15'-30'		22		216	20	258	\$ 54.00	\$ 13,932.00
30'-45'		64		192	32	288	\$ 84.00	\$ 24,192.00
45+		2				2	\$ 84.00	\$ 168.00

King Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtown BID: (1 location)	North BID: (1 location)			
1'-15'	/	14		52	84	150	\$ 44.00	\$ 6,600.00
15'-30'		54	12	116	44	226	\$ 44.00	\$ 9,944.00
30'-45'		2	6			8	\$ 44.00	\$ 352.00
45+						0	\$ 44.00	\$ -

Windmill Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtown BID: (1 location)	North BID: (1 location)			
1'-15'	92	8	7	/	/	107	\$ 44.00	\$ 4,708.00
15'-30'		1				1	\$ 44.00	\$ 44.00
30'-45'						0	\$ 44.00	\$ -
45+						0	\$ 44.00	\$ -

Date Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtown BID: (1 location)	North BID: (1 location)				
1'-15'	/	14	4	/	/	18	\$ 174.00	\$ 3,132.00	
15'-30'		50	26			76	\$ 174.00	\$ 13,224.00	
30'-45'		18				4	22	\$ 254.00	\$ 5,588.00
45+							0	\$ 375.00	\$ -

King Palm Fumigation and Fertilization Services				Downtown BID: (1 location)	North BID: (1 location)			
Treat King Palm for Banana Moth. Canopy drench with Transtect WP insecticide.				120	30	150	\$ 124.00	\$ 18,600.00
Baseline insecticide, and Pentra-Bark adjuvant.								
Take soil samples as needed, and treat as many as required with liquid and/or granular.				120	30	150	\$ 44.00	\$ 6,600.00
Fertilizer per PCA recommendation to improve health and aesthetics.								
GRAND TOTALS						5400		\$ 570,485.00

Description of Work	Cost	Unit of Measure
Palm Skimming		
Fan Palm (Washingtonia spp.) per linear foot	\$34	Per linear foot
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$44	Per linear foot
Tree Removal of Truck (Stumps shall be ground to a depth of twenty-four (24) inches		
Tree & Stump removal per dia. Inch 0 - twenty-four (24) inches dbh	\$58	Per inch

Tree & Stump removal per dia. Inch over twenty-five (25) inches dbh	\$58	Per inch
Stump grinding per (trunk) stump diameter inch at grade	\$24	Per inch
Planting & GPS at Time of Install -Tree planting includes tree, stakes, ties, and labor		
Fifteen (15) gallon tree	\$250	Per tree
Twenty-four (24) inch box tree	\$450	Per tree
Thirty-six (36) inch box tree	\$1,400	Per tree
Forty-eight (48) inch box tree	\$2,400	Per tree
Sixty (60) inch box tree	\$5,000	Per tree
Seventy-two (72) inch box tree	\$7,500	Per tree
Tree Water		
Watering young trees, includes water truck and operator	\$105	Per hour
Root Pruning		
Per foot of roots pruned	\$44	Per linear foot
Root Barrier Installation		
Per foot of root barrier installed	\$44	Per linear foot
General Labor Rates for Work Not Already Specified		
Three (3) man crew with equipment	\$315	Per hour, per three (3) man crew
Daily Crew & Equipment Rate		
Boom truck per eight (8) hours a day to include a chip body, low	\$840	Per day

Decibel chipper, One (1) Senior Tree Trimmer, One (1) Trimmer, & One (1) Grounds person	\$315	Per hour, per three (3) man crew
Specialty Equipment Hourly Rate		
Crane	\$254	Per hour
Ninety-five (95) foot aerial tower	\$174	Per hour
Loader or Bobcat	\$124	Per hour
Emergency Services - Emergency response services		
During normal business hours (Monday - Friday, 7:00 AM - 4:00 PM)	\$129	Per man hour
After hours, weekends, and/or holidays	\$159	Per man hour
General Arborists Services		
Written Arborist Reports	\$174	Per hour
Airspade Services	\$14	Per hour
Fumigation Services	\$174	Per hour
Fertilization Services	\$174	Per hour
Level 1, 2, and 3 Risk Assessments	\$174	Per hour
Soil Testing / Soil Enhancements	\$174	Per hour
GPS Tree Inventory		
Cost per tree site collected, including vacant sites	\$4.00	Per tree
Trunk Injected Recommended Material		
Trunk injection (Fungicide) per diameter inch - Description: Trunk injected with recommended material	\$8	Per inch

Trunk injection (Insecticide & Fungicide Combo) per diameter inch Description: Combination of one-time truck to two	\$8	Per inch
Avermectin Class insecticide injection per diameter inch - Description: Recommended trunk injection of Emamectin Benzoate active ingredient	\$8	Per inch

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 Exhibit 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 (\$200.00) 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.

Exhibit C

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 (\$25.00) 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.