



**CITY OF CARSON**  
**LOS ANGELES COUNTY, CALIFORNIA**  
**CONTRACT SERVICES AGREEMENT**  
**FOR**  
**TREE MAINTENANCE SERVICES**  
  
**WITH**  
  
**WEST COAST ARBORISTS, INC.**

## **CONTRACT SERVICES AGREEMENT TO PROVIDE TREE MAINTENANCE SERVICES IN THE CITY OF CARSON, CALIFORNIA**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2014, by and between the CITY OF CARSON, a general law city and municipal corporation ("City") and West Coast Arborists, Inc. a California corporation ("Contractor"). The term Contractor includes employees performing as drivers, supervisors, and personnel acting to render tree maintenance services.

### **RECITALS**

A. City, and the Contractor, West Coast Arborists, Inc., entered into a Contract Services Agreement for Tree Maintenance Services effective July 1, 2014. Agreement expires on June 30, 2017.

B.. Contractor represents that it is qualified and able to perform tree, pruning, trimming and maintenance services desired by City as set forth in the proposal submitted by Contractor dated June 5, 2014, attached hereto as Exhibit "A" and incorporated herein ("the Proposal").

C. City desires to engage the services of Contractor to conduct tree pruning, trimming and maintenance services within City and Contractor desires to accept such engagement as set forth below and in accordance with the Bid Document and the Proposal, provided, however, that the extent any of the terms, covenants or conditions of this Agreement conflict in any respect with those set forth in the Proposal, the terms, covenants and conditions of this Agreement shall prevail and shall supersede any conflicting provisions in the Proposal.

### **AGREEMENT**

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### **1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide tree pruning, trimming and maintenance services as specified in the proposal from the Contractor pertinent portions of what are included herein as "Scope of Services" attached hereto as Exhibit A", and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. Such services shall be performed in accordance to the City Map - Tree Zones 1 through 21" provided in the Bid Documents, and attached hereto as Exhibit "C". Contractor covenants and warrants that all services will be performed in a competent, professional, and satisfactory manner in accordance with standards prevalent in the industry. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of

such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## **1.2 Standards and Specifications**

### **A. Pruning**

1. All work shall conform to the most current Pruning Standards of the Western Chapter ISA and these specifications. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.
2. Contractor shall comply with the most current Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
3. Contractor shall provide and post "No Parking" signs 72 hours in advance of the work. No nails, staples, screws, or tacks shall be used on trees to be trimmed.
4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree trimming operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the Contractor is responsible for appropriate notification of Underground Service Alert (USA) at 1-800-422-4133.
6. No hooks, gaffs, spurs or climbers will be used by anyone employed for such trimming. Any vine plant growing on the trees shall be removed at ground level.
7. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
8. Unless otherwise provided, trees are to be trimmed block by block, subject to the instructions of the Program Administrator of Public Works or his authorized representative.
9. Contractor shall maintain at least one (1) English speaking foreman, on-site, at all times.
10. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
11. Topping shall not be done without prior written approval of the City.

## **B. Tree Trimming**

1. The specific techniques employed shall be consistent with industry practice as previously stated, for the size and species of the tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. Formerly topped trees shall be structurally trimmed to restore a natural form.

2. Trees shall be trimmed, shaped and thinned. The trimming shall provide an aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and nine (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic and business signs, and street lights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

3. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage evenly. Some species such as Ficus shall be thinned as much as 25 to 30%. Established pine trees shall be trimmed no more than 10%. All formerly topped trees shall be structurally trimmed to restore a natural form.

## **C. Palm Tree Trimming**

1. Standard trim; remove all dead and live fronds so that the remaining healthy fronds are not removed beyond a horizontal plane at the head of the palm tree. All dead frond sheaths shall be removed along the entire length of the tree.

## **D. Tree Removal**

1. The trees to be removed will be marked by the City Inspector with an orange band of paint around the tree. Only those trees so marked shall be removed by the Contractor.

2. Trees shall be felled in a manner consistent with industry practice with the primary emphasis on the safety of the public and the protection of adjacent property.

3. Stumps, including roots, shall be ground to a minimum of eighteen (18") inches below the level of the adjacent ground. Holes shall be filled with resulting mulch, compacted and raked slightly above level with the adjacent ground. All wood, debris and excess mulch shall be removed and the surrounding area shall be raked and/or swept clean. NOTE: if stump grinding does not follow within the same work day as removal, the tree trunk shall be left at five (5') above grade or a safety barricade shall be placed and maintained over the stump until the stump grinding

is complete.

4. The Contractor shall be responsible for contacting Underground Service Alert (USA) at 800-422-4133 for the locating of underground utilities prior to stumping operations.

#### **E. Emergency /On-Call Work**

1. The Contractor shall be required to provide emergency on call response to hanging limbs, wind damaged or down trees. This may be at night or during storm conditions. The Contractor will be given specific locations and the work to be done at each location via telephone call from a City authorized representative. The Contractor shall be required to start the work indicated within ninety (90) minutes of the initial telephone call and report back to the City Representative upon completion of the work specified.

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

3. The Contractor shall be required to provide all traffic control required during his emergency operations as found in the Manual on Uniform Traffic Control Device Handbook (M.U.T.C.D.), the most current version available. Should the work involve any high voltage lines the contractor shall be required to notify the responsible utility company.

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

#### **1.3 Safety**

1. Contractor shall comply with the most current Standards of CAL OSHA and the American National Standard Institute (ANSI), Z 133.1-2012 Safety requirements including any City special conditions.

2. Contractor shall provide and post "No Parking" signs at least 48 hours in advance of the work on streets intended to be trimmed, while considering and coordinating with the street sweeping predetermined schedules. No Nails or other fasteners shall penetrate into the tree.

3. Contractor shall conform to all Manual on Uniform Traffic Control Devices (M.U.T.C.D, the most current versions available).

4. Contractor shall 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) where appropriate. All traffic safety equipment must be approved for use by the City prior to use.

5. Where work is in progress, no street may be closed. Work may be performed on only one side of the street at a time.

**1.4 Compliance with Laws.** The bidder shall comply with all applicable laws, ordinances, and codes of the State and local governments, all regulations and rules relating to affirmative action, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

**1.5 Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City of Carson. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.6 Familiarity with Work.** By executing this Agreement, Contractor warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the site of the work and become fully acquainted with the conditions there existing, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

**1.7 Care of Work.** The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the City, except such losses or damages as may be caused by City's own negligence.

**1.8 Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

**1.9 Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000.00, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that

the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

**1.10 Complaints.** A written log of all complaints shall be maintained to include the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reason for non-action. The log is to be reviewed with Contract Officer or authorized designee at the end of each day. Pictures are to be taken at the time of the incident which is the subject of the complaint. Any activities determined by City to be unacceptable and to require immediate abatement shall be corrected immediately by Contractor. All other complaints shall be abated by Contractor within 24 hours of notification of the complaint.

**1.11 Schedule and Hours of Operation.** Prior to commencing work pursuant to this Agreement, Contractor shall submit to the City for City's approval, a weekly work schedule indicating the order, location and completion of work. Contractor shall notify the City of any changes in start date of each tree maintenance operation at least 24 hours in advance. If Contractor discontinues work for any reason, the City must be notified immediately as to the reason for such shut-down and the restarting date of operations. All work shall be performed between 7:00a.m. and 4:30 p.m., Monday through Thursday, unless otherwise direct in writing by City. No work shall be performed without the written permission of the Contract Officer or his or her designated representative. Throughout the term hereof, each Monday between 7:00a.m. and 7:30a.m., or such other time as approved by City, Contractor's foreman shall meet with the City's representative to receive special instructions and discuss any problems encountered on the job.

## **2.0 COMPENSATION**

**2.1 Schedule of Compensation.** For services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the contract amount of **Nine Hundred Seventy Eight Thousand, and Nineteen (\$978,019.00), ("Contract Sum") over three fiscal years (FY 2014/15 thru FY 2016/17)**, except as provided in Section 2.3. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

**2.2 Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the 5th working day of such month. Contractor shall submit to the City in the form approved by the City's Director of Administrative Services, an invoice of services rendered prior to the date of the invoice except as provided in Section 7.3. City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the

last working day of the month.

**2.3 Future Adjustments.** Effective July 1, 2015, and on each July 1 thereafter, the compensation paid to the Contractor shall be adjusted annually to rates that are based upon changes in the Consumer Price Index (CPI), All Urban Consumers, for Los Angeles-Anaheim Riverside area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2015, information in support of an annual adjustment. This information shall include changes in the CPI that have occurred between March of the current year and March of the immediately prior year. The Contract Officer shall review the information submitted by Contractor and approve the rate adjustment if the information submitted is determined to be accurate. As an alternative, the City Manager/Contract Officer may refer the proposed adjustment to the City Council for approval, in its reasonable judgment.

**2.4 Extraordinary Adjustments.** The Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 3.3, based upon unusual changes in the cost of providing service under this Agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in State or local governments solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable by the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractor's request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any.

**2.5 Availability of Funds.** It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

### **3.0 PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Schedule of Performance.** All services rendered pursuant to this Agreement shall be performed within the time period established in the Agreement. Extensions to the time specified in the Schedule of Performance may be approved in writing by the Contract Officer.

**3.3 Force Majeure.** The time period specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes,



floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time of performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term & Extended Term(s).** Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2014 until June 30, 2017. City reserves the right, in its sole and unfettered direction, to administratively extend the Term of this Agreement for up to a maximum of one (1) three-year extended term (an "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice from the City's City Manager of its intent to extend the Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term of this Agreement.

#### **4.0 COORDINATION OF WORK**

**4.1 Representative of Contractor.** Rob Thompson is hereby designated as being the principal and representative of the Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer and City's representative shall be the Public Works Operations Manager of the Public Works Maintenance Division, or as designated in writing by the City Manager in his/her absence. If no Contract Officer is so designated, the City Manager shall be the Contract Officer. It shall be the Contractor's responsibility to assure that the Contractor Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified herein, any approval of the City required hereunder shall mean the approval of the Contract Officer.

**4.3 Prohibition Against Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Contractor and its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any entity to perform in whole or in part the services required hereunder with the express written approval of the City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the

City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without express consent of City.

**4.4 Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

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 Contractor's employees. Contractor further agrees to indemnify and hold harmless City from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

## **5.0 INSURANCE AND INDEMINIFICATION**

**5.1 Insurance.** Contractor shall at all times during the term of this Agreement each carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by City Risk Manager (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance under this Agreement; (2) property damage insurance with a minimum coverage of \$2,000,000.00; (3) automotive liability insurance, with the minimum combined single limits coverage of \$2,000,000.00; and (4) workers' compensation insurance with a minimum limit of \$2,000,000.00 or the amount required by law, whichever is greater. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies) as to comprehensive general liability, property damage, and workers' compensation coverages.

(1) All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional

insured's to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

(2) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Contractor and the cost of such insurance may be deducted, at the option of City, from payments due Contractor.

(3) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk endorsement of the insurance carrier or carrier on the City's standard endorsement forms showing that the aforesaid policies are in effect as provided above. Contractor shall file such endorsements with the City Clerk prior to execution of this Agreement.

**5.2 Indemnification.** Contractor agrees to indemnify, hold harmless and defend the City, its officials, officers, and employees, and will hold and save each of them harmless from, any and all actions, suites, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the city, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

## **6.0 RECORDS AND REPORTS**

**6.1 Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated here in or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

**6.2 Records.** Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

**6.3 Ownership of Documents.** All reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and/or agents in the performance of this Agreement shall be the property of City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and the Contractor shall have no claim for further compensation as a result of the exercise by the City of its full right of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

**6.4 Release of Documents.** The reports, records, documents and other materials prepared by the Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## **7.0 ENFORCEMENT OF AGREEMENT**

**7.1 Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**7.2 Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice, and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, however, City shall be excused from payment if Contractor has for any period failed to perform its work in a satisfactory manner. Compliance with the provisions of this Section shall be condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

**7.3 Retention of Funds.** Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of the Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City of any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

**7.4 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contractor requiring the City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.5 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one of more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default by the other party.

**7.6 Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**7.7 Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Zero (\$0.00) as liquidated damages for each working day of delay in the performance of any services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

**7.8 Termination Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice shall be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Office, except as provided in Section 7.3. In the event, the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to the Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2. For purposes of this Agreement, cause shall be defined as the failure to abide by all terms and conditions of this Agreement, the failure of Contractor to perform its obligations hereunder in a timely and satisfactory manner, or if Contractor ceases performing its work for ten (10) days during any thirty (30) day period.

**7.9 Termination for Default of Contractor.** If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

**7.10 Attorney's Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding, in addition to any other relief which may be granted,

whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **8.0 CITY OFFICERS AND EMPLOYEES; NON DISCRIMINATION**

**8.1 Non-liability of City Officer and Employees.** No officer or employee of the City shall be personally liable to the Contractor or any successor in interest, in the event of any default or breach by the City or for any amount may become due to the Contractor or to its successor, or for any breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** No officer or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his personal interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of the Agreement, Contractor shall provide the City with an executed statement of economic interest.

**8.3 Covenants against Discrimination.** The Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **9.0 LABOR STANDARDS**

(1) Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and agrees to be bound by all the provisions thereof as though set forth in full herein.

(2) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(3) Contractor agrees to comply with the provisions of California 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. The Contractor shall, as a penalty to the City, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in

which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

(4) Contract agrees to comply with the provisions of California Labor Code Section 1776 which require contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(5) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(6) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which a worker is required or permitted to work more than 8 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 California Labor Code.

(7) 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."

## **10.0 MISCELLANEOUS PROVISIONS**

**10.1 Notice.** Any notices, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Carson, 701 East, Carson Street, Carson, California 90745, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City Manager



City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attention: Public Works Operations Manager  
Public Works Maintenance Division

To Contractor:

West Coast Arborists, Inc.  
2200 E. Via Burton Street  
Anaheim, CA 82806  
Attention: Rob Thompson  
Project Area Manager


**10.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**10.3 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations arrangements, agreements and understandings, if any, between the parties and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing,

**10.4 Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or Sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the Agreement meaningless.

**10.5 Warranty & Representation of Non-Collusion.** No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor hereby warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Contractor further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party

including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded this Agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

 \_\_\_\_\_ Initials of Authorized Contractor's Officer

**10.6 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Attest:

By: Donesia L. Gause  
Donesia L. Gause, CMC  
City Clerk

**OWNER  
CITY OF CARSON**

By: Jim Dear  
Mayor Jim Dear

Dated: 07/18/14

SEAL

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: W. Wynder  
City Attorney

Attest:

By: Patrick Mahoney  
Print Name  
President  
Title

By: Richard Mahoney  
Print Name  
Assistant Secretary  
Title

**CONTRACTOR  
WEST COAST ARBORISTS, INC.**

[Signature]  
Signature

7/10/14  
Date

[Signature]  
Signature  
7/10/14  
Date

[END OF SIGNATURES – EXHIBITS ATTACHED]

## Exhibit "A" Scope of Services

### INTRODUCTION

As a full-service tree maintenance company WCA is qualified and prepared to provide the most effective and efficient means of tree care services. All work performed will adhere to industry ISA and ANSI standards. Descriptions of some of the most common services are provided below.

### PRUNING

The results of a pro-active tree maintenance strategy are long term reduced costs, increased public safety, content residents, and an increased value of an essential City asset. Prior to commencement of work, WCA will post door hangers informing residents of the work that is to be performed. These notices will be delivered within the time specified by the City.



#### Objectives of Tree Pruning:

- Reduce the risk of failure
- Provide clearance
- Reduce wind resistance
- Maintain health
- Influence flower or fruit production
- Improve a view
- Improve aesthetics
- Check for safety issues

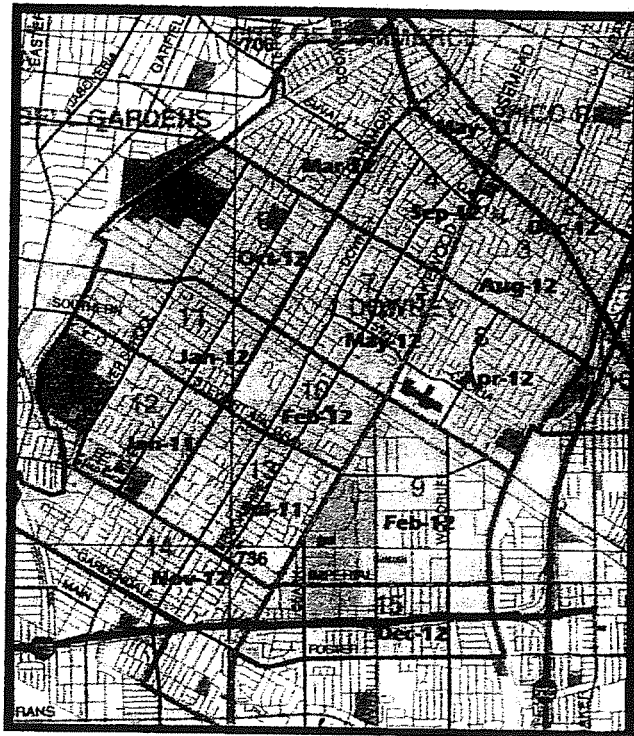


### BENEFITS OF A GRID PRUNING PROGRAM

We can assist the City with updating or establishing grids for a long-term pruning program. Maintenance should be performed throughout the entire fiscal year on a consistent basis. Regardless of the amount of a community's tree management budget, systematic tree maintenance reduces costs in the long term.

**Improved Public Relations:** Citizens can be informed in advance when their trees are scheduled for service. This is a pro-active approach to manage the community's urban forest.

**Equal Service:** Every citizen receives service whether requested or not. Maintenance is not dependent on a formal request or individual. This helps reduce the need for "emergency" or "service request" pruning, and can prevent liability problems (such as dead or weak branches).



WORK STATEMENT - SERVICES TO BE PERFORMED



# WORK STATEMENT- SERVICES TO BE PERFORMED

**Preventive Maintenance:** All city trees receive routine maintenance; problems are corrected before they reach crisis levels.

**Improved Health:** Grid/area pruning improves the health of the tree population through routinely pruning weakened or pest infested branches and developing sound and vigorously growing crowns.

**Maintain a Capital Asset:** The urban forest is one of the Cities most valuable and overlooked capital assets. By investing in the systematic maintenance concept the City is maintaining its overall and real financial value to the community.

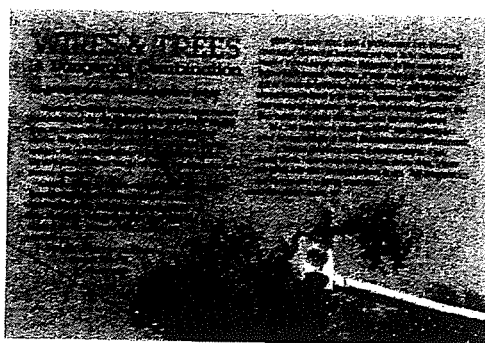
**Reduced Liability:** Due to the efficiency of grid trimming, all trees are serviced in a timely manner reducing liability exposure.

**Efficient Record Keeping:** The Foreman is able to update tree characteristic information on trees that our crew maintains in the City over the trim cycle period. Records are maintained for current status and returned to the City for their files.

## CLEARANCE PRUNING

In addition to providing complete pruning operations, our highly trained staff will also perform clearance pruning services, which consist of removing branches to provide a fourteen (14) foot clearance from the top of the curb when practical, or as specified by the City. This operation also involves clearing limbs or branches away from wires, lights, building, and/or traffic signal devices. Also, we will remove all trunk sprouts and suckers and clear limbs to provide for pedestrian travel. All work will be performed in accordance with I.S.A. Standards, ANSA A300 Standards and City specifications.

## UTILITY CLEARANCE PRUNING



An on-going trimming program provides safety when it comes to tree and utility lines. Trees that interfere or have the probability of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified by the City in accordance with the California Public Utilities Commission. In addition to abiding by the clearance specifications set forth in General Order 95, utility line clearance pruning will be performed to protect the current health and condition of the tree and to maintain its symmetry. Limbs overhanging primary conductors will be removed, and natural pruning techniques that utilize the

least number of cuts will be made to direct growth away from the utility lines.

## SMALL TREE CARE

We support the City's belief that proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized Small Tree Care Team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement



As the trees we plant mature, it is apparent that the trees and adjacent parkways will require certain maintenance needs. Therefore WCA will work with City staff to establish a Small Tree Care Maintenance Program to address the tree and parkway maintenance requirements on an individual basis. Each tree is inspected to determine specific needs and maintenance activities are then performed accordingly.

#### **PALM TRUNK SKINNING**

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

#### **REMOVAL OPERATIONS**

Removals will be completed per monthly lists compiled and submitted by the City or on an "as needed" basis after the trees have been marked. With a minimum of forty-eight hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines.

The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down in accordance with ANSI Z133 Standards.

#### **ROOT PRUNING**

We strongly recommend against any root pruning, however, should you want to proceed, we recommend that it should not be done any closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled and debris will be hauled away.

#### **TREE PLANTING**

We can replace trees that have been removed and plant new trees in accordance with City specifications. Trees will be planted by lists compiled and submitted monthly or on an "as-needed" basis. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting in the City.

We have the capability to send notices via U.S. Mail informing residents of the work that is to be performed if requested by the City. These notices can include a photo of the new tree that is to be planted or the residents may view the specie at [www.WCAINC.com](http://www.WCAINC.com). At a minimum of forty-eight hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines.

## **WORK STATEMENT- SERVICES TO BE PERFORMED**

## WORK STATEMENT— SERVICES TO BE PERFORMED

Once the City approves the trees to be planted, we will plant in accordance with ISA Standards, ANSI A300 Standards and City specifications. A well-trained planting team will perform the soil preparation and installation of the tree.

### TREE WATERING

Tree watering will be performed by a full-time, WCA team member on various routes, and young trees when requested by the City. This team will also be responsible for reporting special care needs to the Small Tree Care Team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

### EMERGENCY RESPONSE



West Coast Arborists has an Area Manager on call 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the City, Police Department and Fire Department. We will be prepared for emergency calls on a 7-day, 24-hour basis. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

### CREW RENTAL

There are many services that we provide to agencies that don't necessarily involve tree maintenance. Because of our commitment to customer satisfaction and our vast amount of resources, which includes specialty equipment, and qualified personnel, WCA responds to various miscellaneous requests. Some examples of these services are flag hanging, holiday light installation, changing ballpark lights, and miscellaneous use of our aerial towers and cranes. These types of services are performed on a crew rental basis, which consists of any number of men with necessary equipment. Special tree trimming projects are also performed under an hourly crew rental.



Holiday lighting project in the City of Mission Viejo

### SPECIALTY EQUIPMENT RENTAL

Should the City encounter projects that may require specialty equipment, we have the ability to dispatch one of our Hi-Ranger aerial towers with a reach of 95 feet and/or one of our high-capacity cranes with a reach of more than 100 feet. We also have a number of roll-off boxes, trucks and loaders for special projects requiring hauling of debris.

### CONSULTING ARBORIST/INSPECTION

The need for special reporting is increasing. We have a full-time Consulting Arborist on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. 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.

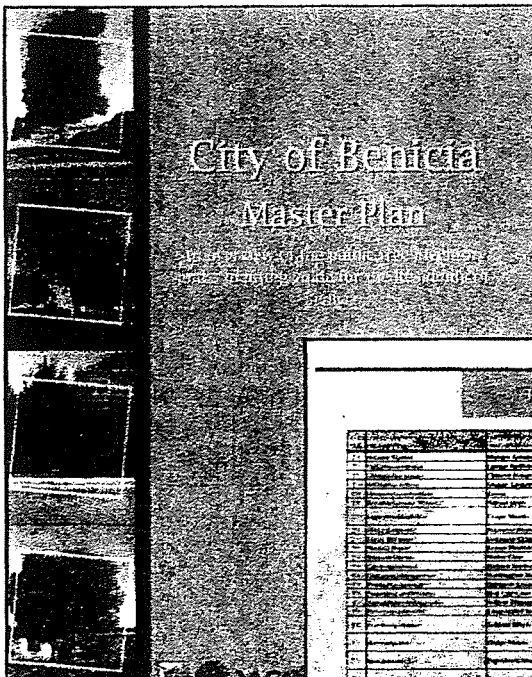
### DATA ENTRY

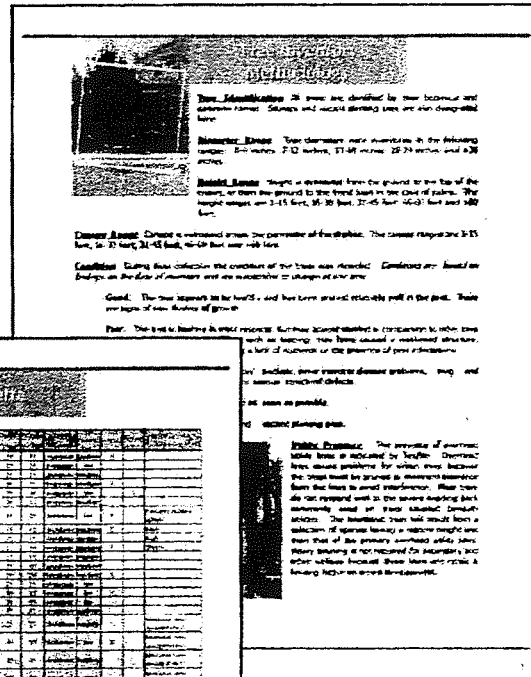
Due to the large amount of information we process, we have a full-time Data Entry department that is capable of taking on extra projects. Projects of this nature include inputting of work history performed by City crews or conversion of data to assimilate into ArborAccess.

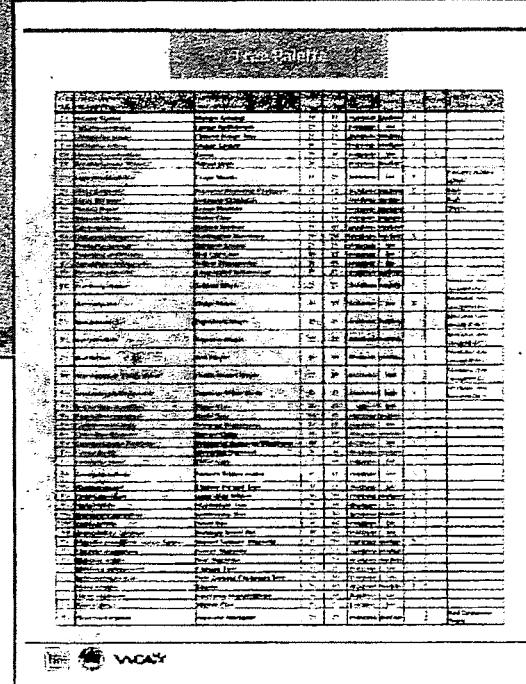


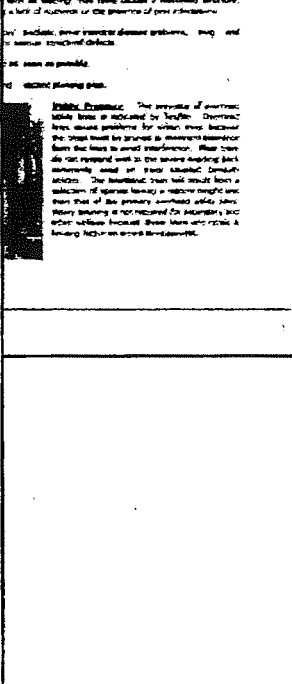
## MASTER STREET TREE PLAN \*Optional

The trees in each City are a valuable aesthetical and economical resource. The goal of the Master Street Tree Plan is to develop an effective tree care program consistent with the City's objectives and to provide options to minimize costs. These are intended to protect the value of existing trees and provide a method of enhancement for the future. Preservation of urban trees is improved with the assistance of modern data management. Accurate analysis of the present tree population permits forecasting for future maintenance activities. This element of the project considers the intent for the community development, the physical condition of the forest, and the existing tree site environment. Survey results and discussion in this report focus on physical and environmental conditions with additional maintenance considerations. WCA's custom method of collecting tree data results in a wealth of information. In your City, as in most communities, there is no shortage of special considerations for applying collected data to recommendations. The fundamental basis for tree management in your City is the preservation of the urban forest and maintaining the desired character of the community. The Master Street Tree Plan also entails incorporating the existing species and recommending new ones based on the conditions exclusive to that site. This is beneficial for future development, tree planting opportunities and tree grant requirements.









WORK STATEMENT - SERVICES TO BE PERFORMED



# WORK STATEMENT- SERVICES TO BE PERFORMED

## WEBPAGE DEVELOPMENT \*Optional

Understanding the City's strive to expand and automate its service to the citizens by use of the City's website, WCA can establish and maintain informational pages on our website relative to the City's tree division & operation. A link on the City's website would interface with our website and the information displayed can include the following:

- Photos of tree species found within the City and currently listed on the City's tree palette
- Species Frequency Reports including DSH, and Height reports from the inventory
- Maps of the City, and zones
- Tree trimming specifications
- Tree planting specifications
- Tree Ordinance
- Contact information with e-mail addresses

**Culver City**  
THE HEART OF SCREEN ACTING

City Attorney City Clerk City Manager Community Development Finance Human Resources Information Technology Parks, Recreation & Community Service Public Safety Public Works Transportation

Culver City > Government > Public Works > Maintenance Operations > Tree Maintenance & Trimming

**PUBLIC WORKS**

Parking Meters >  
Sewer Maintenance >  
Street Lights >  
Street Maintenance >  
Tree Maintenance & Trimming >

**Street Tree Master Plan**

What is the street/tree specific that has been assigned to my block?  
The City Council adopted the most recent version of the Street Tree Master Plan in 2002. For the criteria, policies and implementation plan, [click here](#) (pdf). Or to find your street and its assigned tree species, [click here](#).

**Tree Trimming Schedule**

The Tree Maintenance Division maintains tree wells, plants new and removes decaying/diseased trees, removes tree hazards such as fallen branches, trims branches that have overgrown street signs and traffic signals, removes storm debris, and conducts weed abatement and pest control services for City facilities.

Tree trimming is conducted throughout the year. Each City tree is trimmed approximately once every three to four years. [Click here](#) for a list of the streets where tree-trimming activities are anticipated during July through June. To obtain your specific neighborhoods tree-trimming schedule, contact the Tree Maintenance Division at 310-253-6420.

**PUBLIC NOTIFICATION SYSTEM**

home methodology help

Welcome to the City of Culver City's online tree inventory.  
For a complete understanding of the inventory methodology, [click here](#).

[-->Find My Street](#)  
[-->Tree Trimming Schedule](#)  
[-->Species Frequency Report](#)  
[-->Top 15 Species](#)  
[-->Top 10 Species](#)  
[-->Trunk Diameter Frequency Report](#)  
[-->Height Frequency Report](#)  
[-->Frequently Asked Questions](#)  
[-->Urban Forestry Unit](#)  
[-->Return to the Urban Forest Home Page](#)

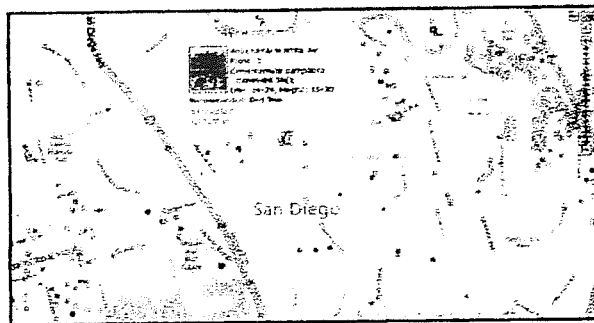
We can complete the Webpage Development component at an hourly rate. Annual maintenance of the website will be included in the annual software maintenance agreement.



## ARBORACCESS ONLINE: TREE INVENTORY SOFTWARE

### BENEFITS

- Ease of Use
- Database View
- Tree Detail Form
- Searching Database
- Track Order Management
- Map View
- Compatibility Upgrades



### ARBORACCESS ONLINE

ArborAccess Online is an Internet driven program that was developed by tree care professionals at West Coast Arborists and was based on the tree maintenance needs of our customers. The user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. The information contained in ArborAccess Online is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your agency in meeting GASB34 requirements. The information management possibilities for data integration are endless for urban forestry management programs that use similar management methods and resources.

### COMPUTER SOFTWARE SPECIFICATIONS

The software program organizes your tree inventory and provides an interface that is easy to use and understand. By utilizing ArborAccess Online and incorporating tree maintenance, the tree inventory is automatically updated with each billing cycle. This process eliminates the hassle of dual inputting by the Association and WCA. There are several features that can be generated to assist you with ordering and tracking work, resident requests, maintenance scheduling, and budget projections. In addition, ArborAccess Online provides an unlimited resource of information on your Association's urban forest.

### SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA. Local satellite offices are located throughout the state of California in: Stockton, San Jose, Fresno, Ventura, Riverside, and San Diego. Each office has the ability to provide software training to customers. We are available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience. We also offer periodic customer workshops for larger groups who can also earn International Society of Arboriculture continuing education credits (CEU's) for Certified Arborists and Tree Workers. Additionally, unlimited telephone and or email technical support is available to answer questions and aid Association staff in the use of the software system. The success of any urban forest program depends on the proper management of information. Software training and support is included in the cost associated with the inventory data collection.

### BILLING

West Coast Arborists has a state-of-the-art invoicing system that is updated on a daily basis. Progress billings will be submitted to the Association on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the Association. This information will be supplied in hardcopy and immediately accessible on ArborAccess Online. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess Online.

WORK STATEMENT - SERVICES TO BE PERFORMED



## LIST TRACKING SYSTEM

The List Tracking Report is a useful tool in the management of incoming work. This report allows us to track specific jobs as they are ordered by the Association. Proper use of this system enables the Association and WCA to track the completion of work that is ordered. Also, projected work schedules and trim cycles may be calculated on real time by reviewing how long the project took in the past.

List Management								
List Name	Work Type	Crew	Created By	Created	Saved	Completed	Sites	
GRASS TRIM	WCA Trim	WCA	antwrenick	8/4/2011	8/4/2011		1126	
SEP STUMP LIST FY 1112	WCA Removal	WCA	mikem	9/2/2011			0	
OCT 2A TRIM LIST FY 1112	WCA Trim	WCA	mikem	9/2/2011			21	
OCT 2B TRIM LIST FY 1112	WCA Removal	WCA	mikem	9/2/2011			23	
OCT 2C TRIM	WCA Trim	WCA	antwrenick	8/8/2011	8/8/2011		1542	
SEP STUMP LIST FY 1112	WCA Removal	WCA	mikem	8/1/2011	9/2/2011			
SEP TRIM LIST FY 1112	WCA Removal	WCA	mikem	8/1/2011	9/2/2011		36	
SEP 2A TRIM LIST FY 1112	WCA Trim	WCA	mikem	8/1/2011	9/2/2011		41	
AUG 2B TRIM LIST FY 1112	WCA Removal	WCA	mikem	7/11/2011	8/1/2011	8/1/2011	25	
AUG STUMP LIST FY 1112	WCA Removal	WCA	mikem	7/11/2011	8/1/2011	8/23/2011	19	

## SAMPLE MANAGEMENT TOOLS:

### DETAILED TREE SITE CHARACTERISTICS

The state-of-the-art technology provides a valuable tool to urban forestry professionals by displaying tree site specifics along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is automatically updated via downloads that accompany bi-weekly invoices. This process assists the Association in elimination of dual-inputting and helps keep the tree inventory current.

[view more details](#)

[show map and 360° panorama](#)

[print](#)

Street: 735 FOOTHILL RD /N

Species: *Phoenix canariensis*, CANARY ISLAND DATE PALM

DBH/Height: 31+/-45-60

Parkway Size: Unknown

### WCA Work History

Date	Work Type	Amount	Job#	Species (if removed)
11/1/2010	Prune - Crew	Hourly	16437	
7/26/2010	Date Palm Pruning	\$125.00	16437	
8/4/2009	Date Palm Pruning	\$125.00	14161	
7/29/2008	Date Palm Pruning	\$125.00	12286	
10/16/2007	Date Palm Pruning	\$125.00	10898	
11/9/2006	Date Palm Pruning	\$125.00	9522	
11/6/2005	Date Palm Pruning	\$125.00	8307	
10/31/2005	Prune - Crew	Hourly	8307	
9/22/2003	Date Palm Trim	\$125.00	6057	
8/14/2002	Date Palm Trim	\$125.00	5141	

## ACCURATE MAINTENANCE RECORDS

Accurate maintenance records for each location can assist the Association with liability claims. Providing a detailed history of the maintenance performed at each location can display the effort the Association puts forth in maintaining its urban forest. By linking the tree maintenance to the tree inventory it eliminates the task of having to go through the data entry process because the records are updated concurrently with each billing cycle. In order to maintain accurate maintenance records, it is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

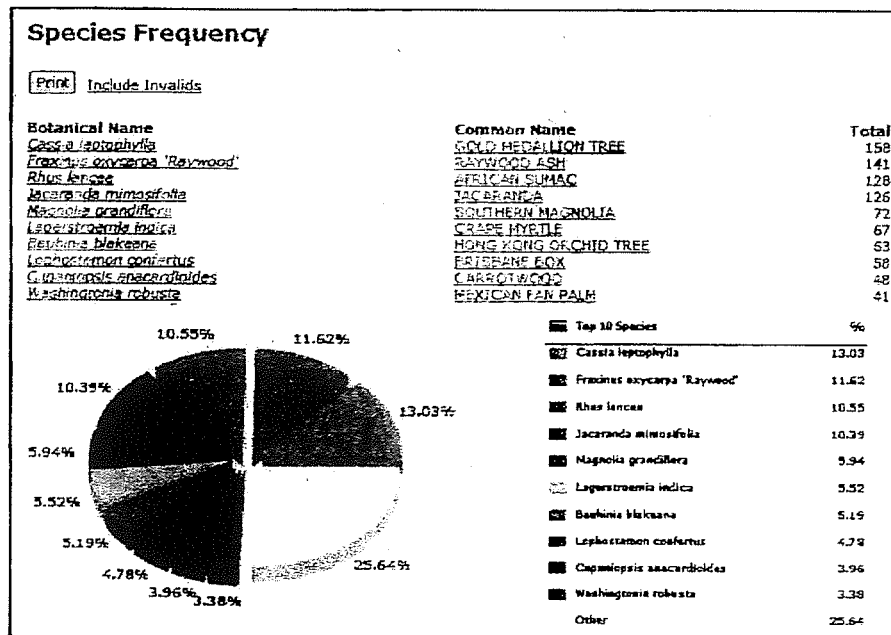
## DETAILED REPORTING OPTIONS

### REPORTING FEATURES

Several types of reports can be generated within ArborAccess, depending on the type of information needed. Some report samples are:

- Inventory
- Work Summary
- View Invoices
- Job Balance
- Greenwaste
- Work History
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (*shown below*)
- Work Type by District Frequency
- All Trees at an Address
- Estimated Tree Value

The Species Frequency Report can assist your agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Association.



# WORK STATEMENT - SERVICES TO BE PERFORMED

## MUNICIPAL EXPERIENCE GPS TREE INVENTORIES

Agoura Hills	Fillmore	Rosemead
Anaheim	Fontana	Rossmore
Anaheim Resort Hotel District	Goleta	San Dimas
Artesia	Highland	San Fernando
Azusa	Imperial Beach	San Gabriel
Bellflower	Indio	San Juan Capistrano
Beverly Hills	Irwindale	San Ramon
Brentwood	La Mirada	Santa Barbara
Buena Park	Laguna Hills	Santa Maria
Calabasas	Lakewood	Santa Monica
California Villas HOA	Los Angeles Convention Center	Santee
Palm Desert	Madera	Seal Beach
Camarillo	Menlo Park	Solana Beach
Carlsbad	Mission Viejo	Spectrum Property Services (Ventura)
Carpentaria	Morgan Hill	Temecula
Catalina Island Company	Newport Beach	Tempe, Arizona
Claremont	Ontario	Torrance
Claremont Unified School District	Padre Dam MWD (Santee Lakes)	Tracy
Coronado	Paramount	Tulare County
Costa Mesa	Placentia	Tustin
Covina	Pleasanton	Upland
Culver City	Port of Long Beach	Ventura
Dana Point	Poway	Vista
Diamond Bar	Rancho Mirage	Walnut
Dublin	Redlands	Westminster
El Cajon	Redondo Beach	Yorba Linda Assessment
Emeryville	Riverside	
Encinitas	Rolling Hills Estates	

## MUNICIPAL EXPERIENCE TEXT-BASED TREE INVENTORIES

Alhambra	La Verne	Pomona
Azusa Unified School District	Lawndale	Rancho Palos Verdes
Azusa Water & Power	Leisure Village Camarillo	Rialto
Brea	Lomita	Santa Fe Springs
Cerritos	Manhattan Beach	Santa Paula
Chino Hills	Maywood	Soledad
Commerce	Montclair	Temple City
Downey	Monterey	Vernon
El Segundo	Monterey Park	West Covina
Fountain Valley	Moorpark	West Covina Unified School District
Glendale	Norco	Whittier
Hollister	Norwalk	Yorba Linda Parks
Inglewood	Ojai	
La Puente	Pico Rivera	

**EXHIBIT "B"**  
**SCHEDULE OF COMPENSATION**

For services rendered pursuant to this Agreement, Contractor shall be compensated as set forth herein, for FY 2014/15 through FY 2016/17, the amount of \$978,019.00, payable as invoiced for services rendered pursuant to the per tree rates set forth in the Proposal under the heading "Cost of Services," attached hereto and incorporated herein.

Notwithstanding anything herein to the contrary, effective July 1, 2015 and on each July 1 thereafter, the compensation paid to the Contractor shall be adjusted annually to rates that are based upon March-to-March changes in the Consumer Price Index (CPI), All Urban Consumers, for Los Angeles-Anaheim-Riverside area, as published by the United States Department of Labor, Bureau of Labor Statistics.



# XVI BID SCHEDULE

(Contractor to provide all materials, supplies, personnel, etc. except where stated otherwise)

## TREE TRIMMING SERVICES

TREES AT PARKS & CIVIC CTR FACILITIES	QTY	UNIT	UNIT COST	ITEM COST
1 0" to 6" dsh	199	each	\$20.00	\$3,980.00
2 7" to 18" dsh	1,586	each	\$49.00	\$77,714.00
3 greater than 18" dsh	928	each	\$93.00	\$86,304.00
4 Date Palms	19	each	\$103.00	\$1,957.00
5 Fan Palms	98	each	\$43.00	\$4,214.00
6 Queen, Majesty & Kentia Palms	16	each	\$28.00	\$448.00

TREES AT RIGHT-OF-WAY (STREETS)	QTY	UNIT	UNIT COST	ITEM COST
7 0" to 6" dsh	2,755	each	\$20.00	\$55,100.00
8 7" to 18" dsh	10,516	each	\$43.00	\$452,188.00
9 greater than 18" dsh	2,609	each	\$93.00	\$242,637.00
10 Date Palms	54	each	\$103.00	\$5,562.00
11 Fan Palms	780	each	\$43.00	\$33,540.00
12 Queen, Majesty & Kentia Palms	419	each	\$28.00	\$11,732.00

REMOVALS	QTY	UNIT	UNIT COST	ITEM COST
13 Complete Tree Removal	per City Request	dsh/inch	\$24.00	\$24.00
14 Stump Removal	per City Request	dsh/inch	\$9.00	\$9.00

PLANTING (City to Furnish Trees)	QTY	UNIT	UNIT COST	ITEM COST
15 15 gallon Tree	per City Request	each	\$60.00	\$60.00
16 24-inch Box Tree	per City Request	each	\$120.00	\$120.00
17 36-inch Box Tree	per City Request	each	\$360.00	\$360.00
18 48-inch Box Tree	per City Request	each	\$720.00	\$720.00

WATERING	QTY	UNIT	UNIT COST	ITEM COST
19 Watering of Trees & Others	per City Request	daily	\$480.00	\$480.00

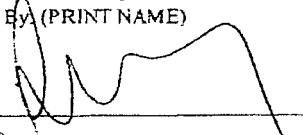
CREW/RENTAL	QTY	UNIT	UNIT COST	ITEM COST
20 3-person crew, aerial unit, dump truck & chipper	per City Request	hrly	\$180.00	\$180.00
21 Nights & Weekends Emergency Work	per City Request	hrly	\$210.00	\$210.00

ALLEY CLEARING	QTY	UNIT	UNIT COST	ITEM COST
22 Trim Brush & Weeds in various alleys	per City Request	daily	\$480.00	\$480.00

**GRAND TOTAL (in numbers)** \$ 978,019.00

Nine hundred seventy-eight thousand, nineteen dollars and zero cents.

**GRAND TOTAL (in words)**

Patrick Mahoney, President  
Prepared By (PRINT NAME)  
  
Signature

(714) 991-1900  
Phone  
  
06/04/14  
Date

West Coast Arborists, Inc.  
Company Name  
2200 E. Via Burton  
Anaheim, CA 92806  
Address City State Zip

**CITY OF CARSON**

**RFP FOR TREE TRIMMING SERVICES**

**PROPOSAL FOR ADDITIONAL SERVICES**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Aesthetic Tree Pruning:		
0-6" DSH	Each	\$50.00
7-18" DSH	Each	\$140.00
Greater than 18" DSH	Each	\$245.00
Pruning for Crown Reduction:		
0-6" DSH	Each	\$50.00
7-18" DSH	Each	\$140.00
Greater than 18" DSH	Each	\$395.00
Grid Tree Pruning (Flat Rate)	Each	\$55.00
Planting: (Contractor furnishes tree, labor, and materials)		
15-gallon	Each	\$120.00
24-inch box	Each	\$240.00
36-inch box	Each	\$650.00
48-inch box	Each	\$1,800.00
Specialty Equipment Rental with Operator	Hourly	\$120.00
-15 ton Crane		
- 95 ft. Aerial Tower		

**COOPERATIVE PURCHASING**

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of Carson shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

**LABOR CLASSIFICATION**

The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Landscape Maintenance Laborer".





Exhibit "C"

Tree Maintenance Zones  
City of Carson

