



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: September 1, 2020

Agenda Item BA

Approvals:

City Manager ES

Dept. Head AB

Attorney _____

Finance _____

Department: Public Works
Prepared By: Tom Bonigut, Public Works Director/City Engineer

Subject: *APPROVE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC., FOR ANNUAL TREE MAINTENANCE SERVICES.*

Fiscal Impact: Yes. The first year total maximum contract cost is \$231,200, and there is available funding in the approved Fiscal Year (FY) 2021 budget for this expense. Over the roughly five-year agreement term, the proposed cost by West Coast Arborists will be about \$344,000 less than the highest submitted proposal cost.

Summary: Staff recommends approval of a maintenance services agreement with West Coast Arborists, Inc., to provide annual tree maintenance services.

Background: Work under the tree maintenance contract primarily involves trimming trees and properly recycling and/or disposing of trimmings. The contract also provides for as-needed tree removal/planting and stump grinding services, as-needed Certified Arborist services (e.g. to provide recommendations on tree health, possible tree removals, etc.), and support to address storm damage and other emergencies. Since a city staff member recently obtained a Certified Arborist certification, it is anticipated that much less contractual Certified Arborist services will be needed than in the past. The updated specifications (provided as part of the proposed agreement in Attachment 3) call for trimming about 3,500 trees annually, which results in a seven-year tree trimming cycle that falls within the range recommended by the City's designated California JPIA risk manager.

At its July 7, 2020 meeting, the City Council adopted a new City Policy No. 201-2-8 to provide a policy and procedure for selection of general services contractors, such as tree maintenance services, based on factors in addition to cost. That staff report is provided in Attachment 1. Council directed staff to return on August 18 or September 1 with a tree maintenance service contract to award pursuant to this new policy. A short-term contract with Rod's Tree Service was approved in the meantime.

Discussion: Based on the new City Policy No. 201-2-8, staff developed a Request for Proposals (RFP) for tree maintenance services. The RFP package included criteria, based on those provided in the policy, which would be used to evaluate submitted proposals. The RFP main document is provided in Attachment 2, and the specific proposal evaluation criteria used are listed in Section IV of the RFP. Note for brevity, the RFP attachments (e.g. standard agreement and detailed project specifications) are excluded from the attachment to this report.

The RFP was issued on July 22, 2020 via the City's Planet Bids system. The City received three proposals by the August 10, 2020 due date. Proposing firms consisted of (in alphabetical order) Rod's Tree Service, United Pacific Services, and West Coast Arborists. A panel consisting of Dave Rebensdorf, Utilities Director, Cecilia Gallardo-Daly, Community Development Director, and Tom Bonigut, Public Works Director, was established to review the proposals per the established evaluation criteria included in the RFP. Based on that evaluation, West Coast Arborists, Inc. scored the highest by all three review panel members as shown in the following table:

Company	Scores			
	Rater 1	Rater 2	Rater 3	Average
West Coast Arborists	85	86	85	85
United Pacific Services	78	78	82	79
Rod's Tree Service	82	73	79	78

For reference, the following table summarizes the proposal costs submitted by each of the proposers:

Company	Proposal Cost
United Pacific Services	\$196,500
West Coast Arborists	\$219,200
Rod's Tree Service	\$266,520

After accounting for the existing short-term agreement for partial FY 2021 tree maintenance services, there is about \$232,000 remaining in the approved FY 2021 budget for tree maintenance services.

Based on the evaluation of submitted proposals, staff recommends City Council approval of an agreement with West Coast Arborists, Inc. to provide tree maintenance services. Most of the work under this contract will be for routine annual tree trimming at the fixed unit cost per tree. However, as in prior years staff recommends a contingency amount for as-needed services such as tree planting/removal, emergency response, etc. Based on the submitted proposal cost of \$219,200 by West Coast Arborists and the existing short-term agreement amount, there is about \$12,000 remaining in the FY 2021 tree maintenance budget to apply toward a contingency for the remainder of FY 2021. Note this is a low amount compared to prior years, and may not be sufficient to address emergency services that may be required. Staff will monitor as-needed services and may request additional funds, if necessary, during the Council's mid-year budget review.

As required by City Policy and State Law, West Coast Arborists will be required to provide performance and payment bonds simultaneously with execution of the maintenance agreement. As this is an annual maintenance service contract, a warranty bond is not recommended.

**Recommended
Action:**

STAFF RECOMMENDS THAT the City Council:

1. Approve and authorize the Public Works Director/City Engineer to execute a Maintenance Services Agreement with West Coast Arborists, Inc., to provide tree trimming services for a five-year term from October 1, 2020 through June 30, 2025, with the first-year contract amount not to exceed \$219,200;
2. Authorize a contract contingency of \$12,000 for the first year of the contract (Fiscal Year 2020-2021) with future contract year contingency amounts to be as approved by the City Council during the annual budget approval process; and
3. Authorize the Public Works Director/City Engineer to approve annual increases to the agreement cost not to exceed the Consumer Price Index adjustment per Exhibit "E" of the approved agreement.

- Attachments:**
1. July 7, 2020 Council report (new City Policy 201-2-8).
 2. Request for Proposals (excluding attachments).
 3. Proposed tree maintenance services agreement.

Notification: Rod's Tree Service; West Coast Arborists, Inc.; and United Pacific Services

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AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: July 7, 2020

Attachment 1

Agenda Item 6.5

Approvals:

City Manager 49

Dept. Head 013

Attorney

Finance

Department: Public Works
Prepared By: Tom Bonigut, Public Works Director/City Engineer

Subject: **ADOPT NEW CITY POLICY No. 201-2-8 FOR SELECTION OF GENERAL SERVICES CONTRACTORS.**

Fiscal Impact: None with this action.

Summary: This report recommends City Council approval of a new policy to provide a procedure and criteria for selection of general services contractors.

Discussion: The City has an existing Policy No. 201-2-3 (Attachment 1) which provides a procedure and criteria for selection of professional services contractors, such as engineering or architecture, for projects and activities that are more technical in nature and involve a high degree of professional judgment. This policy requires a formal Request for Proposals (RFP) process for projects with a cost greater than \$25,000, and includes evaluation criteria to provide for a qualifications-based selection process consistent with state requirements. However, this policy does not address and is not applicable to selection of other service contractors (e.g. janitorial, security, and landscape/tree maintenance) which typically do not require a high degree of professional judgment or professional certification.

The City Attorney's office and staff developed a proposed policy (Attachment 2) to provide a procedure and criteria for selection of general services contractors which are not covered under existing City Policy No. 201-2-3. The new policy is similar in format and approach to the existing policy, including the requirements to submit proposals and a formal RFP process for projects over \$25,000. Evaluation and selection criteria are also included, although some differ from the existing policy to be more appropriate to general services instead of professional services contracts. Adoption of the new proposed policy will provide a procedure for staff to follow when selecting contractors, or recommending Council approval of contractors, that do not fall within the professional services categories defined in the existing City policy.

Recommended

Action: STAFF RECOMMENDS THAT the City Council approve and adopt City Policy No. 201-2-8 titled "Selection of General Services Consultants and Contractors."

Attachments: 1. City Policy No. 201-2-3
2. Proposed City Policy No. 201-2-8.

Notification: None.

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POLICY AND PROCEDURE

Subject: Selection of Professional Services Contractors	Index: Financial Services Number: 201-2-3
Effective Date: December 1, 2005	Prepared By: Finance and Administrative Services
Supersedes: 11/1/04	Approved By: <i>[Signature]</i>

1.0 PURPOSE:

Professional Services policies and procedures are established to provide a common understanding of the methods for selection of professional contractors for the design, review, advisory, field engineering, environmental, personnel and related services in connection with public improvement projects, development processing and governmental operations of the City; and to ensure that the City will obtain the most qualified and competent professional contractor at a reasonable cost consistent with quality facilities and/or services.

2.0 ORGANIZATIONS AFFECTED:

All departments and divisions.

3.0 REFERENCES:

San Clemente Municipal Code, Title 3 Revenue & Finance, Chapter 3.40 Purchasing.
Public Contract Code Sections 22034 and 22037

4.0 POLICY:

- 4.1 **Selection of Professional Services Contractor** – Professional contractors must be individually selected for a specific project with due regard for the experience of the contractor, special knowledge of the subject matter, ability to perform the services in the time allowed, record of success on similar work, and ability to participate in discussions and presentations related to the project.
- 4.2 **Approval and Award of Contract** – Approval and award of professional services contracts will be:

Department Director	Under \$10,000
City Manager	\$10,000.01 - \$25,000
City Council	\$25,000.01 and above

5.0 DEFINITIONS:

- 5.1 Professional Services Contractor** – The following fields are designated professional services:
Engineering – Civil, mechanical, electrical, structural, traffic, etc.
Architecture
Landscape Architecture
Community Planning and Zoning
Financial and Economic Feasibility
Human Resources

6.0 PROCEDURE:

- 6.1 List of Qualified Contractors** – The Department Directors are authorized to maintain a file of names and brochures of the various technical consultants who have expressed a general interest in doing work for the City of San Clemente, and to use such file for the purpose of soliciting proposals from these contractors. The Department Director has the discretion to select and limit the number of firms who shall be maintained in the file and who shall receive RFP's from the City.
- 6.2 Selection Process for Projects Less than \$25,000** – Staff will solicit proposals from qualified firms, but need not interview more than two contractors.
- 6.3 Selection Process for Projects Over \$25,000** – Requests for Proposals will be sent to at least five contractors. Staff will interview at least three contractors.
- 6.4 Criteria for Selection** – The following factors shall be considered and evaluated in selecting a professional services contractor for a particular study or project:
- 6.4.1 Educational background.
 - 6.4.2 Previous experience.
 - 6.4.3 Demonstrated record of success on work previously performed for the City or similar work performed for others.
 - 6.4.4 Project lead.
 - 6.4.5 Staff to perform work within the specified time.
 - 6.4.6 Methodology proposed to accomplish the work.
 - 6.4.7 Ability to make effective public presentations of the report and/or design required.
 - 6.4.8 Ability to work effectively with City staff, other public agencies and related parties as directed during the course of the design, study or other services.
 - 6.4.9 Pertinent new ideas which may be presented during the course of the selection process.
 - 6.4.10 Adequate knowledge of local conditions.
 - 6.4.11 Availability, experience and knowledge of any subcontractors hired to complete the job or study.

- 6.4.12 Additional work performed by the contractor which may have a direct and substantial physical relationship or conflict to the proposed project.
 - 6.4.13 Retention of original contractor on projects modified due to the original contractor's detailed knowledge of the work or on the grounds of cost.
 - 6.4.14 Previous history of completing projects within budget and design estimates.
 - 6.4.15 Ability to furnish adequate and effective construction supervision.
 - 6.4.16 Consideration for contractors currently working with a major developer in the City for work within or adjacent to the major development project.
- 6.5 **Interview Process for Construction Projects** – The interview and selection process shall be conducted by the Department Director and/or the City Engineer or designees. Directors of other departments which may be involved in the proposed construction will have the option to participate in the interview process.
- 6.6 **Interview Process for All Other Projects** – The interview and selection process shall be conducted by the Department Director or designee responsible for the project. If the contract exceeds \$25,000, the interview and selection process shall be conducted by at least two individuals.
- 6.7 **Contractor Fees** – After a contractor is selected, but before a recommendation is made, the fee for the professional services shall be negotiated. If a mutually satisfactory fee cannot be agreed upon, negotiations shall be terminated and another contractor shall be selected.
- 6.8 **Contract** – The award of a contract shall be made only when sufficient funds have been appropriated in the departmental and/or project account. Exceptions are granted for those professional services which relate to the processing of development plans that will be paid for by the developer.
- 6.9 **Supplemental or Contingency Award of Contracts** – The City Manager has the authority to approve annual supplemental amounts less than \$25,000. If the annual supplemental amounts are greater than \$25,000, City Council must approve the supplemental amounts. The agenda report must contain verbiage explaining what types of duties or situations might require supplemental funding and separate action must be taken on the contract award and the supplemental award.

7.0 EXEMPTIONS:

- 7.1 **City Council Authority** – The City Council has the authority to determine that the selection of a professional services contractor for a project or series of projects need not follow the procedure established in this policy. In its sole discretion, the City Council may authorize the City Manager or a department director to select a proposed consultant when the Council is satisfied that such direct selection is in the public interest. Direct selection is in the public interest in situations which include:

- 7.1.1 The project is of a critical nature and, due to time constraints, compliance with the policy requirements would jeopardize timely completion
- 7.1.2 The proposed professional services provider has unique familiarity with the project, subject area, or possesses other attributes that make the professional services provider uniquely qualified to provide the services
- 7.1.3 The costs involved in complying with the policy greatly exceed the potential savings the policy might create.



POLICY AND PROCEDURE

Subject:	Selection of General Services Consultants and Contractors	Index:	Financial Services
		Number:	201-2-8
Effective Date:		Prepared By:	
Supersedes:	N/A	Approved By:	

1.0 PURPOSE:

The purpose of this policy is to provide a common understanding of the methods for selection of general services consultants or contractors, and to ensure that the City will obtain the most qualified and competent general services consultant or contractor at a reasonable cost consistent with quality facilities and/or services.

2.0 ORGANIZATION AFFECTED:

All City Departments.

3.0 REFERENCES:

San Clemente Municipal Code, Title 3 Revenue & Finance, Chapter 3.40 Purchasing.

4.0 POLICY:

4.1 **Selection of General Services Consultants and Contractor.** General services consultants and contractors must be individually selected for a specific project with due regard for the experience of the consultant or contractor, special knowledge of the subject matter, ability to perform the services in the time allowed, and record of success performing similar services.

4.2 **Approval and Award of Contract.** Approval and award of general services contracts will be:

- a. Department Director: Under \$10,000
- b. City Manager: Over \$10,000 to \$25,000
- c. City Council: Over \$25,000

5.0 PROCEDURE:

5.1 **List of Qualified Consultants or Contractors.** The Department Directors are authorized to maintain a file of names and brochures of the various general services consultants and contractors who have expressed

a general interest in doing work for the City of San Clemente, and to use such file for the purpose of soliciting proposals from these consultants and contractors. The Department Director has the discretion to select and limit the number of firms who shall be maintained in the file and who shall receive Requests for Proposals from the City.

- 5.2 **Selection Process for Projects \$5,000 or Less.** Staff will solicit proposals from qualified firms and negotiate a contract. The solicitation and proposals may be verbal or written.
- 5.3 **Selection Process for Projects in Excess of \$5,000 and less than or equal to \$25,000.** Staff will solicit proposals from at least three qualified firms. The solicitation and proposals may be verbal or written.
- 5.4 **Selection Process for Projects in Excess of \$25,000.** Requests for Proposals will be published in a City newspaper of general circulation. The Request for Proposals and proposals must be written. Contract award, if made, shall be made to the consultant or contractor who serves the City's best interests taking into account the evaluation criteria set forth in the Request for Proposals.
- 5.5 **Criteria for Selection.** If applicable, the following factors may be considered and evaluated in selecting a consultant or contractor to perform general services:
 - 5.5.1 Educational background.
 - 5.5.2 Previous experience.
 - 5.5.3 Demonstrated record of success on work previously performed for the City or similar work performed for others.
 - 5.5.4 Project lead.
 - 5.5.5 Staff to perform work within the specified time.
 - 5.5.6 Methodology proposed to accomplish the work.
 - 5.5.7 Ability to work effectively with City staff, other public agencies and related parties as directed during the course of the services.
 - 5.5.8 Pertinent new ideas which may be presented during the course of the selection process.
 - 5.5.9 Adequate knowledge of local conditions.
 - 5.5.10 Availability, experience and knowledge of any subcontractors hired to complete the services.
 - 5.5.11 Additional work performed by the contractor which may have a direct and substantial physical relationship or conflict to the proposed services.
 - 5.5.12 Previous history of completing services within budget.
 - 5.5.13 Cost

- 5.6 **Interview Process.** The interview, if any, and selection process shall be conducted by the Department Director or designee responsible for the project or services. If the contract exceeds \$25,000, the interview, if any, and selection process shall be conducted by at least two individuals.
- 5.7 **Consultant or Contractor Fees.** After a consultant or contractor is selected through the Request for Proposals process, but before a recommendation is made, the fee for the services may be negotiated in the City's sole discretion. If a mutually satisfactory fee cannot be agreed upon, negotiations shall be terminated and negotiations with the next highest ranked consultant or contractor shall be conducted until a consultant or contractor is selected or the City chooses to reject all proposals.
- 5.8 **Contract.** The award of a contract shall be made only when sufficient funds have been appropriated in the departmental and/or project account.
- 5.9 **Supplemental or Contingency Award of Contracts.** The City Manager has the authority to approve annual supplemental amounts up to \$25,000. If the annual supplemental amounts are greater than \$25,000, City Council must approve the supplemental amounts. The agenda report must contain verbiage explaining what types of duties or situations might require supplemental funding and separate action must be taken on the contract award and the supplemental award.
- 5.10 **Maintenance Services Agreement.** The template Maintenance Services Agreement is contained within the City's word processing system and shall be used to draft all City contracts which pertain to Maintenance Services.
- 5.11 **Federal Funding.** When agreements are being funded, in whole or in part, with proceeds that are derived from federal funding, certain federally required contractual provisions are required to be included in the agreements. City staff should consult with legal counsel to ensure that the necessary provisions are included in any agreements that are federally funded.

6.0 EXEMPTIONS:

The City Council has the authority to determine that the selection of a general services consultant or contractor need not follow the procedure established in this policy. In its sole discretion, the City Council may authorize the City Manager or a department director to select a proposed consultant or contractor when the Council is satisfied that such direct selection is in the public interest. Direct selection is in the public interest in situations which include but are not limited to:

- a. The services are of a critical nature and, due to time constraints, compliance with the policy requirements would jeopardize timely completion.
- b. The proposed general services provider has unique familiarity with the project, subject area, or possesses other attributes that make the general services provider uniquely qualified to provide the services.

- c. The costs involved in complying with the policy greatly exceed the potential savings the policy might create.
- d. Subject to applicable laws and funding restrictions, any other reason the City Council deems is in the City's best interests.

7.0 DEFINITIONS:

7.1 General Services Contractor/Consultant. A general services contractor or consultant generally consists of a contractor or consultant performing a service which typically does not require a high degree of professional certification or specialized expertise. General services can include, but are not limited to, the following fields:

- a. Maintenance Services, as defined in Section 7.2 below.
- b. Security Services.
- c. Janitorial Services.
- d. Fleet Maintenance.
- e. Uniform Laundry Services.

7.2 Maintenance Services. Maintenance Services can include, but are not limited to, the following:

- a. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- b. Minor repainting.
- c. Resurfacing of streets and highways at less than one inch.
- d. Landscape maintenance, including mowing, watering, tree and other plant trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.



**CITY OF SAN CLEMENTE
REQUEST FOR PROPOSAL**

ANNUAL TREE MAINTENANCE SERVICES

JULY 22, 2020

**CITY OF SAN CLEMENTE
PUBLIC WORKS DEPARTMENT
910 CALLE NEGOCIO
SAN CLEMENTE, CA 92673**

CITY OF SAN CLEMENTE
REQUEST FOR PROPOSAL – ANNUAL TREE MAINTENANCE SERVICES
JULY 22, 2020

Prospective Contractors:

The City of San Clemente (City) is interested in receiving proposals from qualified Contractors (Contractors) to provide annual tree maintenance services as described in this Request for Proposal (RFP). The City intends to award an approximately five-year contract for this work, beginning October 1, 2020 and extending through June 30, 2025.

Schedule of Events from Issuance of the RFP to Award of Contract:

RFP Distributed.....July 22, 2020
Proposals DueAugust 10, 2020
Contract AuthorizationSeptember 1, 2020 (anticipated)

City Point of Contact:

The sole source of contact regarding this RFP is Randy Little, Maintenance Manager. Individuals or firms interested in submitting a proposal are asked not to contact other members of the City staff or Councilmembers in connection with the RFP prior to the announcement of the contractor selected.

Pre-Proposal Questions:

Questions regarding this RFP must be submitted to Randy Little at LittleR@san-clemente.org. Questions received by any other means will not receive a response. Questions will only be accepted until Noon on August 5, 2020.

Proposal Closing Date: 5:00 p.m. on August 10, 2020

Three (3) bound hardcopies and one (1) unbound hardcopy of Contractor's proposal must be received by the City no later than 5:00 p.m. on August 10, 2020. Proposals will not be accepted if received after the closing date and time. Proposals must be submitted to and addressed as follows:

City of San Clemente (Attn: Tom Bonigut)
910 Calle Negocio
San Clemente, CA 92673

Confidential Proposal – Do Not Open

All submitted proposals will become part of the official files of the City of San Clemente and cannot be returned.

Sincerely,

Randy Little, Maintenance Manager

CITY OF SAN CLEMENTE REQUEST FOR PROPOSAL

ANNUAL TREE MAINTENANCE SERVICES

JULY 22, 2020

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ATTACHMENTS

- A. Tree Maintenance Specifications
- B. Standard City Maintenance Services Agreement
- C. Cost Proposal Form
- D. Integrated Pest Management Policy (IPM)
- E. Annual Tree Trimming List
- F. Tree Inventory List

SECTION I: INTRODUCTION

A. PURPOSE

The purpose of this maintenance contract is to provide the City of San Clemente with high quality tree maintenance services to properly maintain the City's Urban Forest. The selected Contractor will work closely with the City's Public Works Maintenance Services Division to ensure the most appropriate care and maintenance of City-owned trees.

B. SCOPE OF WORK

The project consists of providing services to maintain City-owned trees, primarily trimming about 3,500 trees annually and providing appropriate clean up and recycling and/or disposal of generated green waste. Other as-needed services include tree removal and planting, root pruning and root barrier installation, tree and stump removal, tree inventory and management, emergency on-call tree services and Certified Tree Arborist services.

The detailed scope of work and project specifications are provided in Attachment A.

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS

A. PRE-PROPOSAL MEETING

Not applicable. A pre-proposal meeting will not be held for this RFP. Refer to Section D below for submittal of pre-proposal questions.

B. EXAMINATION OF PROPOSAL DOCUMENTS AND WORK SITE

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives. Each Proposer shall examine carefully the site of the work and the Contract Documents. It will be assumed that the Proposer has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of the work to be performed; as to the quality and quantity of the materials to be furnished; and as to the requirements of the contract specifications.

C. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Specifications or other Contract Documents, or questions as to their meaning shall be immediately brought to the attention of City by submission of a written request to City for an interpretation or correction. Such submission, if any, must be made pursuant to Section D below. Any interpretation of the Contract Documents will be made only by written addenda posted on the City's PlanetBids system. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Proposer, and no Proposer should rely on any such oral interpretation. Proposals shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Proposer.

D. PRE-PROPOSAL QUESTIONS

Questions regarding this RFP must be submitted to Randy Little at LittleR@san-clemente.org. Questions received by any other means will not receive a response. Questions will only be accepted until Noon on August 5, 2020. Any questions received after this deadline will not be provided with a response. If the City determines that the point in question is substantive and is not clearly and fully set forth in this RFP, the City will issue a written addendum clarifying the matter which will be posted on the City's PlanetBids System Vendor Portal website at www.san-clemente.org/vendorbids.

E. ADDENDA

Substantive City changes to the requirements contained herein will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP will be posted on the City's PlanetBids System Vendor Portal website at www.san-clemente.org/vendorbids, and will be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction or communication.

Any addenda under this RFP will be issued no later than 72 hours prior to the Proposal due date. It is the responsibility of Proposers to make sure they have received all addenda prior to submitting their proposal. If an Addendum is issued less than 72 hours before the Proposal due date, the Proposal due date will be extended.

F. PROPOSAL DUE DATE

Three (3) bound hardcopies and one (1) unbound hardcopy of Contractor's proposal must be received by the City no later than **5:00 p.m. on August 10, 2020**. Proposals will not be accepted if received after the closing date and time. Proposals must be submitted to and addressed as follows:

City of San Clemente (Attn: Tom Bonigut)
910 Calle Negocio
San Clemente, CA 92673
Confidential Proposal – Do Not Open

All submitted proposals will become part of the official files of the City of San Clemente and cannot be returned.

G. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by the Proposer in: a) preparing its proposal in response to this RFP; b) submitting that proposal to City; c) negotiating with City any matter related to this proposal; or d) any other expenses incurred by the Proposer prior to date of award, if any. The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its Proposal. Proposer shall not include any such expenses as part of its proposal.

H. AUTHORITY TO WITHDRAW RFP AND/OR NOT AWARD AGREEMENT

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any Proposer responding to this RFP.

I. CONTRACT TYPE AND TERM

The City intends to award a fixed price agreement for the provision of services described under this RFP. In no event shall the City pay an amount in excess of the dollar value specified in the contractual agreement with the successful Proposer. The City intends to award an approximately five-year contract for this work, beginning October 1, 2020 and extending through June 30, 2025.

J. RIGHT TO REJECT PROPOSALS

The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s). Any award made for this engagement will be made to the Proposer which, in the opinion of the City, is best qualified to provide the requested services.

K. JOINT OFFERS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The City intends to contract with a single Contractor and not with multiple Contractors doing business as a joint venture.

L. SUBCONTRACTORS

The successful Proposer will be required to self-perform at least 90% of the work. Proposers must designate the name, license number, and location of each subcontractor who will perform work or render services for the Proposer for this project, and briefly describe the nature of services anticipated to be provided by each listed subcontractor.

M. CONFLICT OF INTEREST

By submitting a proposal, Proposer certifies that to the best of its knowledge, no City employee or officer of any public agency interest has any pecuniary interest in the Contractor's business and that no person associated with Proposer has any interest that would conflict in any manner with the performance of duties specified as a part of this project. Proposer represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this project.

N. AGREEMENT, BONDS AND INSURANCE

The form of agreement which the successful Proposer, as the Contractor, will be required to execute is provided in Attachment B. The forms of performance and labor and material payment (payment) bonds which the Contractor will be

required to furnish simultaneously with the signed Agreement are detailed in the Agreement provided in Attachment B. Prior to commencement of any services, the Contractor must also secure worker's compensation insurance and comprehensive general liability insurance, including auto and contractual liability coverage, as noted in the Agreement provided in Attachment B.

O. BUSINESS LICENSE REQUIREMENT

The Proposer and any subcontractors must also obtain and maintain in effect a valid City of San Clemente Business License prior to the commencement of work, and during the entire time that work is being performed under the agreement. Information about obtaining a City business license is available via Internet at www.san-clemente.org/i-am-a-business/business-license, by email to businesslicense@san-clemente.org or phone call to (949) 361-6166. The cost of obtaining a business license with the City is considered a pre-contractual expense as discussed in this RFP.

P. PROPOSER'S QUALIFICATIONS

At time of the Proposal Due Date, Proposer must possess a valid California contractor's license for the following classification: C-61/D49 Limited Specialty—Tree Service. Failure to possess the specified valid license at the time of the Proposal Due Date shall render the Proposal bid as non-responsive and shall act as a bar to award the contract to that non-responsive Proposer.

Q. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the City of San Clemente Public Works Department at 910 Calle Negocio, San Clemente, CA 92673, or may also be obtained online at www.dir.ca.gov/DLSR. Proposers are advised that a copy of these rates must be posted by the successful Proposer at the job site(s).

R. NON-DISCRIMINATION

Proposer agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and subcontractors working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap.

SECTION III: PROPOSAL FORMAT AND CONTENT

Proposals must follow the format and content requirements described in this section.

A. FORMAT

Proposals should be as concise as possible, and shall not exceed a grand total of fifty (50) sheets of paper, where every single sheet will be counted toward the total, except the front and back covers of the Proposal. Except for the front and back covers, each sheet may be printed double-sided if desired, so that there are two pages of content on one actual sheet of paper. The primary body text font size shall not be smaller than 12 points. Each sheet/page size shall be 8.5 inches wide by 11 inches tall.

B. CONTENT

At minimum the proposal must include the following sections in the order described below:

1. Cover Letter

Provide a brief cover letter addressed to Randy Little, Maintenance Services Manager, not to exceed two (2) pages and include the following content:

- a. Legal name of Contractor, physical and mailing address, telephone number and email address of Contractor's office from which this project will be managed.
- b. Brief statement of the Contractor's understanding of the project, and summary of key elements of the proposal.
- c. Brief summary of the Contractor's key qualifications and ability to provide the requested products and services.
- d. Acknowledgement of receipt of all RFP addenda, if any.
- e. Statement that the proposal shall remain valid for a period of not less than ninety (90) days.
- f. Signature by an individual authorized to bind the Contractor to the terms of the proposal.

2. Contractor Profile and Resources/Capabilities

Provide information about the Contractor, including overall company profile, as well as the company's resources and capabilities to perform the requested services.

3. Project Organization, Staffing and Subcontractors

Describe who will manage and work on this project. Identify the Project Manager who will be the key contact with the City of San Clemente. Provide an organization chart showing all proposed key project team members. Describe the responsibilities of each person on the project team. Provide brief descriptions of the qualifications and certifications of key personnel including their responsibilities on this project and experience on other similar projects. Team member resumes may be included, but should be concise. Also list in this section any proposed subcontractors per Section II of this RFP.

4. Project Understanding and Work Plan

Describe Contractor's understanding of the City, knowledge of local conditions, the work or services to be provided, and the objectives to be accomplished. Describe Contractor's proposed approach and methods to deliver cost effective and high quality tree maintenance services per the scope of work/project specifications provided in this RFP. Identify methods that Contractor will use to ensure quality control, as well as budget and schedule control for the project. Identify any special issues or problems that are likely to be encountered in this project and how the Contractor proposes to address them.

Contractor is encouraged to propose enhancements or procedural or technical innovations to the Project Specifications that do not materially deviate from the objectives or required content of the project.

5. Related Experience

List at least three (3) projects where Proposer performed tree maintenance services of similar scope to this RFP within the past five (5) years. For each example provide: a) brief description of services; b) approximate contract amount and length of contract term; c) names of the team members of the proposed project team who worked on the reference projects, as well as their respective responsibilities; and d) name of agency/client and contact information for the primary agency/client representative for each project that can be contacted for a reference. **Note: Proposer must have recent experience (within the past five (5) years) providing tree trimming and tree maintenance services in a prime contractor role with a public governmental agency.**

6. Cost and Price Proposal

As part of the cost and price proposal, the Contractor shall submit proposed pricing to provide the services for the work described in Attachment A "Specifications for Annual Tree Maintenance Services." The Contractor

shall complete the "Proposal Form" provided in Attachment C, and may provide in the proposal any narrative if needed to explain the prices. It is anticipated that the City will issue a fixed unit-price contract to complete the Scope of Work. The Proposal prices shall include all costs, taxes, and fees necessary to provide the requested services, including but not limited to, furnishing all transportation, materials, equipment, and all management, supervision, permits, labor and services, except as may be provided otherwise in the Contract Documents. Contractor agrees to perform the described work for the prices indicated in the Cost Proposal Form. The Grand Total Price on the Proposal Form is the price for the first year of the contract from October 1, 2020 through June 30, 2021. Starting with the second year of the contract, Contractor may request an increase in costs as described in Exhibit E of the Standard Contract (provided in Attachment B).

7. Statement of Compliance

Contractors must submit a Statement of Compliance with all parts of the RFP and the City's Standard Maintenance Services Agreement (refer to Exhibit B) terms and conditions. The Statement of Compliance must declare either:

- a. This proposal is in compliance with the Request for Proposal and the City's Standard Maintenance Services Agreement and no exceptions to either are proposed; or
- b. This proposal is in compliance with the Request for Proposal and the City's Standard Maintenance Services Agreement except for the items listed. For each exception and/or suggested change, the Contractor must include: 1) the suggested change in the RFP or proposed rewording of the contractual obligations; 2) reasons for submitting the proposed exception or change; and 3) any impact the change or exception may have on project costs, scheduling or other considerations.

8. Other Information

Contractor may include any other information considered to be relevant to the proposal. However, choose the additional information carefully, because this section of the proposal should not constitute the bulk of the proposal.

SECTION IV: EVALUATION CRITERIA AND PROCESS

A. EVALUATION PROCESS AND SELECTION

Proposals will be evaluated on the basis of their responsiveness to the requirements of this RFP. All proposals received by the specified due date and time will be reviewed to ensure compliance with the proposal format and content requirements provided in this RFP. Non-compliant or non-responsive proposals may be rejected and eliminated from further consideration.

The City will evaluate all compliant and responsive proposals to determine the Proposer that best meets the needs of the City. The City shall not be obligated to accept the lowest priced proposal, and the City may make an award in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and qualifications of the Proposer.

The City will use the evaluation criteria below in its evaluation of proposals. The City reserves the right to schedule interviews/discussions with finalist Proposers if necessary. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

At the conclusion of the evaluation process the recommended proposal will be submitted to the City Council for contract approval.

B. EVALUATION CRITERIA

The City will evaluate and rank proposals according to the following criteria and scoring system:

Evaluation Criterion	Maximum Points
Adequate knowledge of local conditions	10
Experience of key project staff	15
Staff resources / capability	15
Work plan / approach	10
Project experience	20
Cost proposal	30
Total	100

The Cost Proposal includes the prices offered by the Proposer on the Cost Proposal Form provided in Attachment C. To allocate points for the Cost Proposal, the lowest Grand Total Base Proposal Price offered from all

Proposers will receive the full allocation of 30 points. Every other Proposer will receive a percentage of the total possible cost proposal points by dividing the proposed price into the lowest price. For example, Proposer A offers the lowest Grand Total Base Proposal Price of \$100, therefore Proposer A is awarded the maximum 30 points. Proposer B offers a Grand Total Base Proposal price of \$120. Proposer B receives 25 points ($\$100 / \$120 * 30 \text{ points} = 25 \text{ points}$).

CITY OF SAN CLEMENTE

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, located at 910 Calle Negocio, San Clemente, CA 92673 ("City") and **WEST COAST ARBORISTS, INC.**, a **CALIFORNIA CORPORATION**, with its principal place of business at **2200 E. VIA BURTON STREET, ANAHEIM, CA 92806** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **TREE** maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for **TREE MAINTENANCE SERVICES** dated **JULY 22, 2020** which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing **TREE** maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **ANNUAL TREE MAINTENANCE SERVICES** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **ANNUAL TREE** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **OCTOBER 1, 2020** to **JUNE 30, 2025**, unless earlier terminated as provided herein.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor: Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **RANDY LITTLE, MAINTENANCE SERVICES MANAGER**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [INSERT NAME AND TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect

at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, effective March 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a maintenance project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to

above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with Local Water Quality Requirements. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of San Clemente Water Quality Improvement Plan ("WQIP"), the City of San Clemente Jurisdictional Urban Runoff Management Plan ("JURMP"), and the applicable Water Quality Management Plan ("WQMP"). These documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar with these documents and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

www.ocwatersheds.com

A copy of the San Clemente WQIP and JURMP are available on the internet at:

www.sccleanocean.org.

The City will provide a copy of any applicable project WQMP.

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "E" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED DOLLARS (\$219,200)** without written approval of City's **PUBLIC WORKS DIRECTOR/CITY ENGINEER**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "E" may be adjusted each year at the time of renewal as set forth in Exhibit "E."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: **WEST COAST ARBORISTS, INC.
2200 E. VIA BURTON STREET
ANAHEIM, CA 92806
ATTN: [INSERT NAME AND TITLE]**

City: City of San Clemente
390 Avenida Pico
San Clemente, CA 92672
ATTN: **RANDY LITTLE, MAINTENANCE
SERVICES MANAGER**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SAN CLEMENTE

[INSERT NAME OF CONTRACTOR]

By: _____
Public Works Director/City Engineer

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President OR Vice President AND
Secretary OR Treasurer REQUIRED]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF TREE MAINTENANCE SERVICES

The scope of services shall be per the Specifications and Request For Proposal Documents dated July 22, 2020. The Tree Maintenance Specifications and Cost Proposal are provided in this Exhibit A for reference, and the entirety of the Specifications and Request For Proposal Documents dated July 22, 2020 are incorporated by reference.

SPECIFICATIONS

ANNUAL TREE MAINTENANCE SERVICES

1. DESCRIPTION OF SPECIFICATIONS AND INTENT

The intent of these specifications is to provide a level of tree trimming and tree maintenance that shall preserve the quality and health of the urban forest, while presenting a pleasing and desirable appearance for the citizens of San Clemente. These specifications are intended to cover all labor, material and standards of tree maintenance, as well as related Contractor performance requirements, to be employed in the work to provide high quality tree maintenance services. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work shall be performed by the Contractor as if described in the specifications.

2. SCOPE OF WORK

Contractor shall have adequate personnel and equipment to provide up to three thousand six hundred (3,600) tree trimmings per year, which provides an approximately seven (7) year tree trimming cycle based on the inventory of City-owned trees.

- A. Furnish all labor, equipment, materials, and supervision to perform trimming of City-owned trees and related tree maintenance services as described herein including, but not limited to, the following:
 - 1. Tree trimming, staking, planting, watering and pest control application
 - 2. Tree and stump removal
 - 3. Root pruning and root barrier installation
 - 4. Removal and recycling or disposal of all generated tree/green and other waste, and site clean up
 - 5. Soil replacement and minor regrading (generally for removed tree stumps)
 - 6. Noticing nearby residents of tree maintenance activity
 - 7. Providing uniforms with company designation, and designations on all trucks and large equipment
 - 8. Using City-provided equipment for electronic work order tracking and tree inventory management

- B. Conduct work in conformance with American National Standards Institute (ANSI), developed standards for pruning, trimming, planting, support systems, risk assessment, and other aspects of tree care. The American National Standard for Tree Care Operation—Tree, Shrub, and Other Woody Plant Management—Standard Practices (ANSI A300) was written to provide minimal performance standards for work practices and writing specifications

- C. Conduct work in conformance with the International Society of Arboriculture (ISA) Best Management Practices.

3. WORKING HOURS

- A. Normal working hours shall be between the hours of 7:00 AM and 5:00 PM, Monday through Friday, except City observed holidays and emergencies, and work on designated City arterial streets. Except for emergencies, no night, weekend or holiday work is to be scheduled without prior written permission from the City.
- B. Each contract year the City will provide the Contractor with a list of City holidays, which generally include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- C. All work on the following arterial streets shall be limited to between 9:00 AM and 3:30 PM: Avenida Pico, El Camino Real, Avenida Vista Hermosa, Avenida La Pata, Avenida Talega, Camino De Los Mares, Camino De Estrella, and Camino Vera Cruz

4. CONTRACT SUPERVISION AND COORDINATION

The Contractor's Representative and each Crew Forman shall meet with the City's Representative on a biweekly basis at the City Maintenance office to discuss all contract activities, including review of status and progress of tasks and to establish areas needing attention. A monthly maintenance schedule shall be submitted in writing to the City at the first weekly meeting of each month. Schedules are addressed in more detail in the following section.

5. SCHEDULES

A. ANNUAL SCHEDULE

- 1. Annual tree trimming will consist of those trees identified in Attachment C (which corresponds to Bid Item No. 1) and additional trees each year (Bid Item No. 2) to be scheduled on a grid system in coordination between City and Contractor. Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
- 2. Contractor shall complete the schedule and in a manner which shall correspond to the weekly schedules.
- 3. The annual schedule shall be submitted for City approval within fifteen (15) calendar days after effective date of the contract.
- 4. Contractor shall submit revised schedules when actual performance differs

substantially from planned performance.

5. Changes or variations in scheduling may be necessitated by City special events, projects, etc. The Contractor shall adapt any or all schedules to the City requests.

B. WEEKLY SCHEDULE

1. Weekly schedule forms shall be provided by the Contractor indicating the major items of work to be performed in accordance with the performance requirements and further delineate the time frames for accomplishment by day of the week and by morning and afternoon.
2. The Contractor shall complete the schedule for each item of work and each area of work.
3. The initial schedule shall be submitted one week prior to the effective date of the contract. Thereafter, it shall be submitted weekly on Thursday mornings.
4. Changes to the schedule shall be received by the City's Maintenance Manager or his or her designee at least 24 hours prior to the scheduled time for the work.
5. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week.
6. The Contractor shall adjust his schedule to compensate for all holidays.

6. PERFORMANCE DURING INCLEMENT WEATHER

- A. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.
- B. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- C. The Contractor shall immediately notify the City's Maintenance Manager or his or her designee when the work force has been removed from the jobsite due to inclement weather, or other reasons.
- D. The Contractor shall re-stake and re-tie trees or other such activities as required as a result of inclement weather. The Contractor shall stay available to assist in any storm related damage repair.

7. CONTRACTORS OFFICE

Contractor shall operate and maintain an office with phone number that is answered by Contractor's employee(s) during normal business hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by phone. Contractor shall maintain a valid electronic mail system and respond to all emails generated from the City no later

than the end of the following business day.

8. RECORDS

- A. The contractor shall keep accurate records concerning all of his employees or agents and provide the City within fifteen (15) days of the effective date of this agreement with names, addresses, and telephone numbers of employees to be called in emergency. Any changes in the work force that impact this report shall be addressed to the City immediately.
- B. The Contractor shall complete a monthly maintenance report indicating work performed and submit this completed report monthly to the City's Maintenance Manager or his or her designee. This report should also contain a description, including per hour labor, equipment, and materials breakdowns and costs used to accomplish any additional work, which the contractor deems to be beyond the scope of the contract. Under ordinary conditions, payment for this work shall not be authorized unless the additional work and costs thereof, are first approved in writing by the City. This report shall be due no later than five (5) working days preceding the beginning of each month.
- C. The Contractor shall, within fifteen (15) days of the effective date of this agreement, prepare and submit a written annual maintenance calendar to the City's Maintenance Manager or his or her designee. This maintenance calendar shall clearly indicate all of the major maintenance tasks required by this agreement and the months of the year they are scheduled to be performed. If it is necessary to make periodic revisions to this maintenance schedule, a modified calendar must be submitted to the City's Maintenance Manager or his or her designee for approval prior to the date the changes are to take effect.
- D. The Contractor shall permit the City to inspect and audit its books and records at any reasonable time.
- E. No later than the 5th working day following the end of a contract month, the Contractor shall submit in a City approved electronic form, a report of all work completed, including addresses or locations of tree services, the class of trim, the day the work was started and completed, and any other pertinent information.

9. LICENSES AND CERTIFICATION

- A. The Contractor shall hold a valid and current California C61 Contractors License and submit a copy thereof.
- B. All applications of herbicide or pesticides must be performed by California State Licensed Pest Control Operators under the direction of a California State Licensed Pest Control Advisor. The name and permit number shall be supplied to the City at the beginning of contract, and any changes forwarded within 24

hours of said change. All applications must adhere to the City's Integrated Pest Management Policy (IPM) provided in Attachment B.

C. Contractor shall provide the services of an experienced International Society of Arboriculture Certified Arborist for consultations, disease control, and assistance in tree inventory.

D. Contractor and all subcontractors (or concessionaires) must obtain and maintain in effect a valid City of San Clemente Business License prior to commencement of work, and during the entire time that work is being performed under the contract. (Questions should be addressed to the Business License Division at (949) 361-6166.)

10. CONTRACTOR PERSONNEL AND SUPERVISION

A. The Contractor shall provide a work force sufficient to complete the work as it is specified.

B. Work shall be performed by competent and experienced workers.

C. The work force shall include a thoroughly skilled, experienced and competent supervisor who shall be responsible for adherence to the specifications. Supervisors and foremen must communicate effectively both in written and oral English, and shall be present at all times during contract operations. Any order given to these supervisors or foremen shall be deemed as delivered to the Contractor.

D. All personnel working at the outlined areas shall be of good character, neat appearance, and in appropriate dress as approved by the City's Maintenance Manager or his or her designee. All Contractor personnel shall wear a shirt (and jacket or sweatshirt as weather conditions dictate) with Contractor's company name and logo.

E. Persons employed by the Contractor who are found to be unsatisfactory by the City shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or work on the Project.

11. COMMUNICATION AND EMERGENCY RESPONSE

A. The Contractor's Representative and each Crew Forman shall have a cellular telephone. The phone number shall be given to the City's Representative. The Contractor's Representative and each Crew Forman shall be accessible for communication during normal work hours.

B. During normal working hours, the Contractor shall have the ability to contact its field crews within 15 minutes of notification by the City.

- C. Contractor shall provide capabilities for twenty-four (24) hour per day, seven (7) days a week service. Contractor shall provide the City with names and telephone numbers (not an answering service) of at least two qualified persons who can be contacted by City representatives when emergency conditions occur outside of normal working hours (i.e. nights, weekends and holidays). These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification.
- D. Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions, which would adversely affect the health, safety or welfare of the public.

12. COORDINATION AND CONTACT WITH THE PUBLIC

- A. Contractor and his employees shall at all times conduct themselves in a professional manner and any contact with the public shall be professional and courteous. When approached by a member of the public Contractor may respond to basic questions to explain the nature of and reason work is being conducted. Contractor should not make guesses, assumptions or offer other opinions, and instead should refer other questions to the City's representative.
- B. Contractor shall notify in writing, by use of a City-approved flyer, residents of property adjoining the location of the work at least seven (7) days before the start of work in that area or on the adjacent street. The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before using the parking lane for tree trimming purposes. In the case of work requiring mass removal of green waste, which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time to provide access to said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

13. QUALITY OF WORK AND MATERIAL

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to the approval of the City's Maintenance Manager or his or her designee. All materials used shall be approved in advance by the City's Maintenance Manager or his or her designee.

- A. The actual cost of all material passed on to the City shall be wholesale cost of the material. The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discount available. At no time shall the cost of

materials exceed retail cost from the current price list, minus the discount rates.

- B. The total cost of materials shall include the following: 1) Wholesale cost (retail cost minus Contractor's discount) as stated above; 2) applicable sales taxes; and 3) a markup of 15% maximum for all overhead costs and profits.
- C. The City reserves the right to purchase materials directly and make available to the Contractor or to provide a local vendor where the Contractor can make appropriate purchases directly to a City purchase order. In the event the City exercises the option to purchase the materials, the following conditions shall apply:
 - 1. Contractor shall conform to all City practices and procedures.
 - 2. All City purchases shall be for the sole expressed use of and for the City.
 - 3. The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives. All materials and inventories shall be made available to the City upon request.
 - 4. The Contractor shall reduce the unit cost for each maintenance task by the City's actual cost for the materials provided and used.

14. PROVISIONS FOR EXTRAS

Extra or additional work is all work beyond that required to complete annual trimming of designated trees. Except for emergencies, no extra will be considered unless a separate estimate is given for said work and the estimate is approved in writing by the City before the work is commenced. For emergencies, the City's representative may direct extra work by phone, email or in person, and then Contractor shall take before and after photos and record work details (e.g. number of personnel, equipment, time, etc.) to assist in documenting and receiving compensation for the extra emergency work.

- A. Extra work shall not be performed without prior written approval by the City unless a condition exists wherein it appears there is a danger of injury to persons or damage to property.
- B. Extra work may be required by the City as a result of acts of nature, civil disturbances, or traffic accidents.
- C. Extra work may be required by the City in order to add additional trees for trimming.
- D. Payment for extra work shall be based on actual cost per tree as indicated in the "Rates and Fees for Additional Work."
- E. Once extra work has been assigned to the Contractor, with a mutually agreed deadline for completion, any work failing to meet the agreed deadline shall be completed without charge to the City. The City's Maintenance Manager or his or

her designee may grant approval for extensions.

15. TRAFFIC CONTROL

- A. Contractor shall conform to all California Vehicle Code and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall conduct all work in a manner that will insure continuous traffic flow on all streets at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Representative prior to start of work. 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. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City Representative. Twenty-four (24) hour notification is required. City shall set days of the week and times when traffic lanes may be closed.
- B. Warning signs, lights and devices used for traffic handling shall be in accordance with the "Work Area Traffic Control Handbook" ("WATCH") published by Building News Inc., and made part of these specifications. The method in which signs, barriers, and other miscellaneous traffic devices are used during construction shall be in accordance with the publication mentioned. All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.
- C. If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment. Staff may also temporarily stop the work of the Contractor at the discretion of the City's Maintenance Manager or his or her designee.
- D. During the progress of the work, adequate provisions shall be made by the Contractor to accommodate the normal traffic over the public streets as to cause a minimum of inconvenience to the general public. Means of ingress and egress shall be provided for occupants of adjacent property, with convenient access to driveway, housing or building.
- E. The Contractor shall be required to provide and maintain barriers, guards and lights when and where it may be necessary to do so in order to effectively guard the public from danger as a result of the work being done. He shall also be required to post proper notices and signals to the public regarding detours and the condition of the work under construction, all in accordance with applicable provisions of the vehicle code.

- F. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise, authorized, traffic shall be permitted to pass through the work, or an approved detour shall be provided.
- G. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the City's Maintenance Manager or his or her designee.
- H. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet shall be maintained unless otherwise approved by the City's Maintenance Manager or his or her designee.
- I. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- J. The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.
- K. During tree trimming operations, the Contractor shall post "No Parking" signs forty-eight hours in advance of commencing work and they shall be placed at regular intervals 150 feet in advance and 150 feet beyond the restricted area.
 - 1. All costs for furnishing, posting and maintaining temporary "No Parking" signs shall be included in the various bid items and no additional compensation shall be allowed.
 - 2. "No Parking" signs shall be supplied by the Contractor and be constructed as follows:
 - a. Minimum size 9" x 12".
 - b. Color shall be red on white background.
 - c. Markings and materials shall be suitable so as to withstand exposure to inclement weather.
 - d. Lettering size shall be a minimum of 1/2" in height.
 - e. Sign shall be approved by the City's Maintenance Manager or his or her designee prior to placement.
 - 3. The following information shall appear on each posted "No Parking" sign:
 - a. "Temporary No Parking", "Tow Away", "By Order of the Police Department".
 - b. Date(s) sign is in effect.
 - c. Time period sign is in effect.

- d. Reason for posting (Tree Trimming).
 - e. Date and time the sign was posted.
 - 4. Signs shall be posted conspicuously so as to allow unobstructed visibility of oncoming traffic and to the operators of vehicles parked in the restricted areas.
 - 5. Signs shall not be posted more than 50' apart.
 - 6. Signs shall not be posted on private property.
 - 7. Signs shall be posted within the parkway area or as close to the roadway as practical.
 - 8. Signs shall be posted at that height so as to be visible over parked vehicles, but not higher.
 - 9. Signs shall be securely fastened but in such a manner as to not damage the item to which they are affixed.
 - 10. Signs may be posted on any standard or tree within the parkway, except that in the absence of such items signs may be attached to traffic barricades.
- L. Traffic control and detours conforming to all the provisions of these specifications, unless otherwise specified and itemized in the bid schedule, shall be included in the Contract unit or lump sum prices paid for various items of work where traffic control and/or detours are required, without additional compensation.

16. RECYCLING/DISPOSAL

- A. The Contractor shall recycle or dispose of all cuttings, weeds, leaves, trash and other debris from the operation as work progresses.
- B. Contractor shall recycle all generated green waste/debris (e.g. cuttings, branches, wood, leaves, weeds, etc.) using the City-provided and designated green waste bin at the City's Corporate Yard located at 390 Avenida Pico. Contractor shall also use appropriate City-provided and designated bins for any recyclable non-green waste/debris and/or any non-recyclable waste/debris.
- C. Contractor may not offer for donation or sale any green waste as defined above generated under the performance of this contract.
- D. City may direct Contractor to dump or spread Contractor-generated wood chips or mulch at selected City designated sites.

17. CONTRACTORS EQUIPMENT STAGING AND STORAGE

- A. Contractor must use his own storage and staging area (whether owned, leased or rented) for equipment used under this contract. This storage area must be located within the City of San Clemente or no more than 15 miles from the San Clemente City limits. City may require Contractor to submit proof of the storage

location and that Contractor may legally use such location.

- B. Contractor may request in writing use a portion of a vacant City-owned property adjacent to Steed Park at the southern end of Avenida La Pata for staging and storage of Contractor's equipment and materials. This area is a generally flat, vacant, unlighted dirt lot used by several City maintenance contractors. In the event the City consents to allow Contractor to use designated City property for storage, Contractor will be responsible for securing and delineating his storage area within the larger lot, as well as installing and refreshing when needed appropriate Best Management practices to control stormwater runoff and contain materials. Contractor agrees to assume full responsibility for loss, theft, damage to its equipment, supplies and any injury that may arise to any person. Contractor also assumes full responsibility for any and all damage to City property as a result of any Contractor owned property stored on City property, whether storage is temporary or permanent. Contractor acknowledges that the Indemnification section of this contract applies to such storage. **Contractor also acknowledges and agrees that the City-owned property may only be used to store materials and equipment that will be exclusively used to provide services to the City of San Clemente, and that the City lot may not be used to store materials and equipment that Contractor will use to provide services to any other entities. The City reserves the right to terminate the Contractor's use of City lot for any reason. City shall provide at least thirty (30) calendar days advance notice of such termination date, and Contractor shall not be entitled to any compensation for discontinued use of the City's lot for material and equipment storage.**
- C. Contractor is not permitted to park his vehicles or equipment overnight on City streets.

18. DEFICIENCIES – LIQUIDATED DAMAGES

Failure by the Contractor to perform the services described herein to this Contract, or failure by the Contractor to meet the requirements of these specifications and performance requirements, will be considered a deficiency. It is agreed that said deficiencies will result in damage to the City. Contractor shall be responsible for all costs associated with said damage including any additional costs incurred by the City in the inspection, administration and performance of the work not performed or performed improperly by the Contractor, in addition to the liquidated damages amount as follows:

Liquidated damages shall be assessed in the amount of One Hundred Fifty dollars (\$150.00) for each incident at each separate location for each day that the deficiency remains uncorrected, or for each occurrence for each day that performance requirements herein are not met, including not meeting agreed upon work schedules and not completing work within

agreed upon schedules. Contractor will be notified in writing or by email of any liquidated damages, which must be reflected as deductions in the following month's invoice. Invoices failing to include incurred liquidated damages/deductions shall not be paid until they are corrected to include the assessed liquidated damages/deductions.

19. CITY'S RIGHT TO USE OTHER LABOR

Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by City work forces and other Contracted parties. These activities may include, but not be limited to, storm related operations, staging of police and fire for emergencies and disaster control, and a variety of recreation programs and special events. During said activities and operations the Contractor may be required to modify or curtail certain work tasks and normal maintenance operations, and shall promptly comply with any request thereof by the City.

20. EXAMINATION OF SITE AND WORK

City makes no representation about the order or condition of the work area nor does the City warrant that the work area shall be free from defects, either apparent or hidden, at the commencement of, or at any time during the term of the contract. Contractor must examine the location, physical conditions and surroundings of which these factors shall influence the performance of the contract work. By entering into the contract, Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to upgrade or modify existing deficiencies to contract specifications.

21. REPAIRING INJURED WORK

- A. The Contractor shall report without delay any damage to City equipment or property and shall be held responsible for the replacement of any such damage caused by his act hereunder. Watering, spraying and other maintenance specifications shall not be done at a time when it might damage parked cars or at times when activities in the contract area might be inconvenienced or disrupted.
- B. Repairs to the irrigation controllers and valves resulting from damage by other than the contractor's operation shall be reported promptly to the City's Maintenance Manager or his or her designee together with an estimate of costs for correction of the condition. The City's Maintenance Manager or his or her designee may authorize repair by the Contractor and the City shall pay the Contractor for this work.
- C. The Contractor shall be responsible for the replacement of all plant materials, including trees, shrubs, ground cover, mulch, pebble bark and similar materials. The full cost of such replacement, including the cost of labor, shall be borne by

the Contractor, except as provided in subsection "D" below.

- D. Replacement of plant materials damaged or destroyed by Contractor's forces, or as a result of construction shall be reported promptly to the City, together with an estimate of costs for replacement. The City's Maintenance Manager or his or her designee may authorize replacement by the Contractor and the City shall pay the Contractor for the cost of the replacement, including the cost of labor. Tire ruts in landscape are Contractor's responsibility to repair.

22. CONTRACTOR VEHICLES AND EQUIPMENT

- A. Contractor must own all of the equipment proposed to be used under this contract. However, contractor may rent specialty equipment as-needed with the prior written approval of the City representative.
- B. Contractor to provide list of equipment to be used in the performance of this contract. All vehicles and equipment used in conjunction with the work shall be maintained in neat, clean, and orderly manner and shall be in good working order. Equipment must be clearly marked with the Contractor's company name and phone number. The City's Maintenance Manager or his or her designee, or his authorized agent may reject any vehicle or piece of equipment and order it removed from the job site.

23. CITY FURNISHED EQUIPMENT

- A. City will provide to contractor one or more portable tablet computers for use in tracking work and updating the tree inventory. City will provide training to Contractor's employees on use of tablets for work under this contract. Except for reasonable wear and tear, Contractor will be responsible for damage, theft or loss of the tablet(s) and costs to repair or replace tablet(s).
- B. City will issue to contractor keys and/or electronic key fobs to facilitate access to City facilities. Keys and fobs may only be used by the Contractor and his designated personnel for official City business to perform work under this contract. Contractor may not make copies of keys and fobs, or otherwise loan or provide key and fobs to any other party. Contractor will be solely responsible for loss or theft of keys and fobs, and any costs to replace lost, stolen or damaged keys and fobs.
- C. Upon termination of the contract, Contractor must return all issued tablets, keys and fobs.

24. MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The Contractor, at Contractor's sole expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance, as determined by City Representative.

25. SAFETY

- A. Contractor shall at all times adhere to all applicable safety practices, rules and regulations, and cooperate with the City in any adverse condition related thereto. The City's Maintenance Manager or his or her designee reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.
- B. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the City's Maintenance Manager or his or her designee.
- C. Contractor shall cooperate with the City during the investigation of an accident on City property and submit a complete written report to the City within twenty-four (24) hours following the occurrence.

26. CLAIMS BY CONTRACTORS EMPLOYEES

- A. The Contractor shall hold harmless the City and all of its agents, employees and officers from any and all damages or claims, of any kind or nature that may be made or may arise directly or indirectly from the performance of duties by the Contractor.
- B. Contractor shall not permit access into any city of San Clemente or other private structures by any unauthorized persons.

27. LIABILITY FOR DAMAGES

- A. The contractor shall be fully responsible for any and all damage done to City property, equipment, or other property of the public premises that result from the Contractor's operations under this contract. This shall include but not be limited to the replacement, at Contractor's expense, of shrubs, trees, vines, turf, groundcover or other landscape items that are lost due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, or lack of proper maintenance and care.

B. The Contractor may insure the equipment, materials and work to cover Contractor's interest in the same. The City shall not, under any circumstances, be answerable or accountable for any loss or damage that may happen to said equipment, materials and work, or any part or parts thereof, used and employed in fully completing the contract.

28. ADVERTISING

No advertising of any kind or description, bill posters, printed, painted or by the use of any other method application legible to human sight, shall appear on any buildings, structures, fences, canopies, posts or signs except valid and authorized legal notices required to be placed thereon and except as may be specifically authorized in these General Conditions.

29. UNDERGROUND EXCAVATIONS

Contractor shall be responsible for locating all underground utility lines to ensure the safety of his work crew and to protect in place existing utility equipment before commencing any excavation. Contractor shall contact the City and Underground Service Alert (1-800-422-4133) before commencing any excavation to locate underground service lines.

It is the Contractor's responsibility to verify whether or not any existing utilities will conflict with the proposed improvement prior to constructing any part of it. The Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. The Contractor shall be responsible for any damage to existing utilities. The Contractor shall be responsible for locating and working around any abandoned facilities which may be encountered.

30. PEST CONTROL AND HERBICIDE APPLICATION

All pesticides and/or herbicides proposed to be used must be submitted to City with location of application and written recommendation from the Contractor's Pest Control Advisor prior to use. All materials must be properly labeled and certified for intended use. Proper and legal disposal of any and all pesticides used is solely the responsibility of the Contractor. All pesticide use and application must conform to the City's Integrated Pest Management Policy (IPM) provided in Attachment B.

31. BIRD NESTS – FEDERAL AND STATE REGULATORY COMPLIANCE

Contractor is responsible for complying with the Federal Migratory Bird Treaty Act and California Fish and Game Code, and any other related regulations, to avoid impacts to nesting birds and active bird nests. Contractor shall bypass and leave undisturbed any or all trees scheduled for trimming or removal if active nesting birds or eggs are found to occupy the tree(s). Contractor shall have in place procedures

to inspect planned work areas prior to the start of work for reasonable assurance that no nesting birds or active bird nests are present. If despite such pre-work precautions an active nest is encountered during tree work, Contractor shall immediately stop work and notify the City's Representative.

32. TREE INVENTORY AND MAINTENANCE TRACKING

The City uses the "Lucity" computerized asset management and maintenance system to manage the City's tree inventory and track all work related to tree maintenance. To ensure that work performed by Contractor is reflected in the City's Lucity system and that the City's tree inventory remains up-to-date, City will provide to Contractor one or more tablet computers which shall be used to track work and update the tree inventory. The City will provide training to Contractor's designated employees who will use the tablet(s). Contractor must use the tablet(s) as instructed in the performance of work under this contract.

33. TREE PRUNING SPECIFICATIONS / PRACTICES

The following specifications shall be complied with in all cases unless written authorization is obtained from the Maintenance Services Manager or his/her designee.

A. GUIDELINES

Any City-contracted tree company shall be required to have in their employment a full-time, permanent Certified Arborist, as accredited by the International Society of Arboriculture (ISA). This person shall be responsible for ensuring that the contractor's crews are performing work according to City specifications. All trees will be inspected by a Certified Arborist or Certified Tree Worker for hazardous conditions that include dead, diseased, dying, or weak limbs, or other defects that could be hazardous to human health, safety and welfare or property. This will include narrow crotches, included bark and decay of limbs or the main trunks of the tree. The City shall be notified of such conditions within 24 hours in writing. The Arborist shall inspect all trees for balance and in those cases where trees are severely unbalanced and in need of crown reduction, thinning, or other work to achieve a balanced tree, the City must be notified. The Certified Arborist does not need to be on-site at all times while work is being performed, but must be able to inspect the work and ensure that it meets City specifications and applicable industry standards.

B. SPECIFICATIONS

1. No spurs will be allowed on living trees at anytime.
2. Pruning cuts shall be clean and smooth; leaving the bark at the edge of the cut firmly attached to the wood. A three-cut process, sometimes known as "jump-cutting", shall be used to remove larger limbs in order to avoid stripping or tearing of the bark, and to minimize unnecessary wounding.

3. Any vine plant growing on trees shall be removed at ground level.
4. Trees shall be pruned to remove all dead wood of 1" in diameter or greater. In addition all diseased, dying, structurally weak, decayed, or otherwise defective limbs 2" in diameter shall be removed.
5. When removing a dead branch, the final cut shall be made just outside the branch bark ridge and collar of live callus or woundwood tissue. If the collar has grown out along the branch stub, only the dead stub shall be removed; the live collar shall remain intact.
6. When removing a parent leader or limb to a lateral branch, the final cut shall be made as close to parallel as possible with the branch bark ridge and the lateral limb. The cut shall be made as close to the branch bark ridge as possible without cutting into it. Care shall be taken to avoid damaging the lateral limb when the final cut is made.
7. Remove the weaker or less desirable of crossed or rubbing branches. Such removal shall not leave large open spaces in the general outline of the tree.
8. If it is necessary to reduce the length of a branch, the final cut shall be made just beyond (without violating) the branch bark ridge of the branch being cut to. The remaining branch shall be no less than one third (1/3) the diameter of the branch being removed, and with enough foliage to assume the terminal role.
9. Final drop-crotch cuts shall be made outside the branch bark ridge on the main stem or lateral branch. The remaining branch shall be no smaller than one third (1/3) the diameter of the portion being removed. The removed portion shall be pruned out to direct the remaining growth away from conductors.
10. Palm trimming shall be achieved by removing all living and dead fronds that are initiated from the head of the palm tree with an angle greater than 30 degrees in relation to a horizontal plane at the head of the palm tree.
11. Fronds shall be severed close to the petiole base without damaging living trunk tissue.
12. Street and sidewalk clearance standards shall be achieved through crown raising. Crown raising is the removal of lower branches in order to provide clearance for vehicles, pedestrians, and bicyclists. Only those branches that must be removed to achieve the established height clearance standard shall be pruned. All such cuts shall be pruned back to the nearest lateral found above the set minimum height standard. When possible trees shall be pruned in such a manner that at least one half (1/2) of the foliage will be on branches that originate in the lower two thirds of the tree. Similarly, branches should have even distribution of foliage along their lengths. This will ensure a well-formed, tapered structure and will uniformly distribute stress within the tree.
13. Over sidewalks limbs shall be raised to a minimum of 7 feet.
14. Over residential or collector streets tree limbs trees shall be pruned to obtained 13 feet of clearance over traffic lanes. Limbs may be allowed to grow from main stems at heights of not less than eight feet and gradually increase in height to 13 feet over traffic lanes.

15. Over arterial streets, tree limbs shall be pruned to obtain 14 feet of clearance over traffic lanes.
16. Visibility clearance for streetlights or signage shall be achieved through "windowing" through the foliage of a tree, rather than severely raising or reducing its crown. Only those branches that need to be removed to attain the visibility clearance desired shall be pruned. All such cuts shall be pruned back to the nearest lateral found away from the structure that is to be cleared.
17. No topping of any City-owned tree.
18. No Lion-tailing of any City-owned tree.
19. All stumps to be ground at time of removal.

34. TREE PLANTING SPECIFICATIONS

1. Plantings include the tree, root barrier (when required by specification), stakes, ties, and complete installation. Planting list will be compiled by the City's Urban Forester. Trees will be tagged from nurseries by City's Urban Forester and delivered to the City's Maintenance Facility from which contractor will pick up and perform planting. Typically, a minimum size of 24" box tree will be planted.
2. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit the Contractor shall examine the root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
3. Any damage to the adjacent sidewalks or parkways caused by the Contractor shall be repaired at the expense of the Contractor.
4. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finished grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three (3) inches below the level of the finished surface of the concrete.
5. Backfill material should be no more than 10% commercial soil amendment mixed with the native soil. Placed fertilizer tablets in the corners of the bottom of the hole. Eliminate all air pockets while backfilling the planting hole by watering the soil as it is placed in the hole. Soils shall not be compacted by tamping it down by foot.
6. Trees that are planted in parkways shall have a 4-6 inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
7. All trees shall be staked with two (2) wooden lodge poles connected together by four (4) ties per pole. All lodge poles shall be upright and straight. The minimum size of the lodge poles shall be 10-foot long, with 1 1/2 inch diameter. The tree ties shall be placed at 1/3 and 2/3 of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately 24- 30

inches below grade.

8. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier. The barrier shall be a minimum of 24 inches in depth and placed in a circular fashion one (1) foot from the tree's root system. Root barriers shall be included in the unit price of the tree.
9. Tree spacing shall be at a minimum distance of 30 feet to a maximum of 50 feet (subject to City discretion).
10. Planting will be at a minimum of 30 feet from the back of curb return on an approach to an intersection and 20 feet from the end of the curb on the exit side (subject to City discretion).
11. Plant 20 feet minimum from edge of approach.
12. Plant 20 feet minimum from street light standards, power lines and fire hydrants.
13. Plant 15 feet from house walks and utility meters.
14. Center the tree between the sidewalks and curb.
15. Where there is no parkway, plant tree in the center of the public right of way. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each work day.
16. When a palm species greater than twenty feet in height is replaced the replacement palm shall be field grown and a minimum of twenty feet of Brown Trunk Height.

35. TREE AND STUMP REMOVAL

A. Tree Removal

City prepares list of trees to be removed, marks trees, notifies homeowners and submits list to the Contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Special projects that are difficult to access with equipment, or require the need for specialized equipment would fall under "Crew Rental" rates (this applies only for tree removal).

B. Stump Removal

1. Stump removals shall be inclusive with tree removals. The removal of the stump can be performed separately from the removal of actual tree but should be billed as one unit cost.
2. Contractor calls U.S.A. and prepares internal work order.
3. Stumps shall be ground to a depth of eighteen (18) inches. 100% of stump and grinding chips must be removed prior to backfilling. All holes will be backfilled, as well as, all debris cleaned up and hauled off on the same day the stump removal is completed.
4. Removal of tree and stumps shall be conducted in good workmanlike manner in accordance with the standards of the arboriculture profession.
5. All tree parts are to be loaded into transport vehicles. The vehicles must have front and side solid enclosure and the top and rear tarped or otherwise tightly enclosed. The transporting of the tree parts must be made so that no debris

escapes during transport.

6. Branches, suckers, barks and other tree parts that are chipped are to be hauled to the disposal site during the workday and shall not be left on the worksite.

36. TREE WATERING

Watering is to be performed by a one-man crew with a water truck at a specified hourly rate. Contractor shall include the pricing to water newly planted trees for the first year after initial planting. Watering will occur along various routes including landscape medians, parkways, parks, and City facilities. At the discretion of the Urban Forester, older trees will be included on a watering schedule.

37. ROOT PRUNING

Root pruning shall be done with guidance from a certified ISA Arborist and mechanical root barrier installed in pruned area when adjacent to hardscape. Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be four (4) inches wide, twelve (12) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the curb or other improvements. Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking the sidewalk.

After the pruning cut has been completed, all cuts shall be backfilled immediately upon completion of root pruning at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day.

The Contractor shall be responsible for contacting Underground Services Alert for locating underground utilities prior to beginning the pruning operation.

38. CREW RENTAL AND EMERGENCY RESPONSE

The standard crew rental and emergency response crew is two (2) qualified people, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. Regular hours for crew rental rate and emergency response rate shall be per "Normal Working Hours" as defined in Section 3.A. and cost shall be per the bid schedule. "After Hours" emergency response shall be all evening and weekend hours outside of the "Normal Working Hours," as well as City holidays per Section 3.B., and rate shall be per the bid schedule. Crew rental and emergency response rates begin when the crew arrives on the site and begins work, and end at the completion of the work.

EXHIBIT "B"
SCHEDULE OF TREE MAINTENANCE SERVICES

The schedule of tree maintenance services shall be per the Specifications and Request for Proposal Documents dated July 22, 2020.

EXHIBIT "C"
INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **[***NOTE: If Contractor does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees).**

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]

(D) **Contractors Pollution Liability:** Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$2,000,000 per loss and \$4,000,000 total all losses. The

policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Contractor's Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City,

its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements

under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of San Clemente (hereinafter referred to as "City") has awarded to WEST COAST ARBORISTS, INC., (hereinafter referred to as the "Contractor") an agreement for TREE MAINTENANCE SERVICES (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated APRIL 30, 2020, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, WEST COAST ARBORISTS, INC., the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS and _____ CENTS (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents; or
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

CONTRACTOR/PRINCIPAL
(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY
(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- | | |
|---|----------------------------------|
| Title(s) | |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Limited |
| | <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-In-Fact | |
| <input type="checkbox"/> Trustee(s) | |
| <input type="checkbox"/> Guardian/Conservator | |
| <input type="checkbox"/> Other: | |

Title or Type of Document
Number of Pages
Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of San Clemente (hereinafter designated as the "City"), by action taken or a resolution passed September 1, 2020, has awarded to WEST COAST ARBORISTS, INC. hereinafter designated as the "Principal," a contract for the work described as follows: ANNUAL TREE MAINTENANCE SERVICES (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated July 22, 2020, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ DOLLARS and _____ CENTS (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment

therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL
(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY
(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

EXHIBIT "E"
COMPENSATION

Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.

Payment for annual tree trimming shall be made on a unit basis as set forth on the Cost Proposal Form. Payments for addition work shall be made based on the rates and fees for additional work and actual quantities of additional work.

In the event that this Agreement is renewed pursuant to Section 3.1.2, or in the event of a multi-year contract term, the rates set forth above may be increased or reduced each year at the time of renewal or once each year during the term of a multi-year contract, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.