

REPORT TO CITY COUNCIL

DATE: JUNE 8, 2011

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: RAMIRO ADEVA, CITY ENGINEER

SUBJECT: REQUEST FOR APPROVAL OF AN AGREEMENT WITH WEST COAST ARBORISTS INC., FOR PROFESSIONAL TREE MAINTENANCE SERVICES

On March 26, 2011, the City Council authorized staff to solicit proposals for professional tree maintenance services. On May 12, 2011, the City received proposals from three prospective firms: West Coast Arborists, Inc., Mariposa Landscapes, Inc. and Trimming Land Co., Inc (TLC). Following extensive discussions regarding overall qualifications, related past experience, anticipated costs, and reference checks, staff feels confident that West Coast Arborists, Inc. is the best firm for the contract.

The scope of work for the contract includes tree pruning, tree removal, stump removal, tree plantings, emergency crew rental, and an update of the City's tree inventory program.

The City has been under contract with West Coast Arborists for the past three years and has experienced a professional and responsive company. Staff contacted many of West Coast Arborists' references to discuss past work, and all of them indicated the firm's performance was excellent.

Upon approval of the FY 2011-12 budget, \$65,200 will be budgeted from the General Fund and Gas Tax to cover the annual cost of this contract. The costs incurred by this contract are all based on unit prices submitted with the proposal. As a point of reference, the City has spent an average of \$64,000 annually over the past three fiscal years. Therefore, based on the unit prices submitted with West Coast Arborists' proposal, and the quantity of trees scheduled for maintenance next year, the \$65,200 budget will suffice. The term of the contract is three years and is scheduled to begin on July 1, 2011.

Results of the RFP's and Staff recommendation were presented to the Public Works Committee and they have no objection to staff's recommendation.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve a professional services agreement with West Coast Arborists, Inc., for professional tree maintenance services; and
2. Authorize the Mayor to sign the agreement on behalf of the City Council.

**AGREEMENT FOR CONTRACTING SERVICES
WITH THE CITY OF AGOURA HILLS**

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Agoura Hills (hereinafter called "CITY"), and West Coast Arborists (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR'S Services. CONTRACTOR shall perform the services as described in Exhibit A, City of Agoura Hills Citywide Landscape and Maintenance Services Specification and Exhibit B, Scope of Services (Submittal Forms A-E.) and attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above, unless a later date is agreed to in writing by CITY.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services the Consideration set forth above. Said Consideration shall constitute reimbursement of CONTRACTOR'S fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein.

Section 4. Independent Contractor. CONTRACTOR will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONTRACTOR as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONTRACTOR.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement.

CONTRACTOR may associate with or employ associates or Subcontractors in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall submit to CITY certificates and endorsements indicating compliance with the following minimum insurance requirements not less than five working days prior to the beginning of performance under this Agreement.

(i) Commercial General Liability/Umbrella: \$2,000,000.00 per occurrence for all coverages. If Commercial General Liability, or other form with aggregate limit, shall apply separately to this project or the aggregate limit shall be twice the required occurrence limit.

(ii) Commercial Automobile Liability: \$2,000,000.00 per accident.

(iii) Employer's Liability: As required by law, but not less than \$1,000,000.00 per accident or disease.

(iv) Worker's Compensation/Employer's Liability Insurance shall be written on a policy form providing worker's compensation statutory benefits as required by law.

Such policies of insurance shall cover the operations of CONTRACTOR pursuant to the terms of this Agreement; shall name and list CITY, its officers, agents, volunteers, employees, and attorneys as additional insureds (except on errors and omissions insurance); shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; shall be placed with a current A. M. Best's rating of no less than A VII; shall be primary as respects CITY's officers, agents, volunteers, employees and attorneys; shall provide that coverage shall not be suspended, voided, cancelled or reduced in coverage or limits except after thirty (30) days notice by certified mail has been given to CITY; and shall include a severability clause.

(b) CONTRACTOR shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverage required and additional insured endorsement(s) have been filed with and approved by CITY. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless, and defend under this Agreement.

(c) CONTRACTOR shall require all its subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.

(d) Any self-insured retainers or deductibles shall be subject to CITY approval.

Section 10. Indemnification. CONTRACTOR agrees to indemnify CITY, its officers, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties,

obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of CONTRACTOR, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder.

Section 11. Termination. CITY may terminate this Agreement with or without cause upon five days written notice to CONTRACTOR without further action by CITY; provided, however, that, if said termination is without cause, CITY shall pay for services satisfactorily completed before the termination.

Section 12. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

EXECUTED on this ____ day of _____, 2011

CITY OF AGOURA HILLS

BY _____
Harry Schwarz, Mayor

Attest:

Kimberly M. Rodrigues, City Clerk

CONTRACTOR:

BY: _____
(Signature)

(Printed Name & Title)

EXHIBIT “A”
SCOPE OF WORK &
GENERAL CONDITIONS/SPECIFICATIONS

WORK IDENTIFICATION: Tree Maintenance and Inventory/Audit Services in the City of Agoura Hills

ARTICLE NO.

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GENERAL CONDITIONS/SPECIFICATIONS

1. Definitions

1.1 General Construction

Terms defined herein, which are used in other Contract Documents, have the meaning assigned herein, unless the context requires a different meaning.

Words used herein in the masculine gender include the feminine and neuter, and visa versa; the singular includes the plural, and visa versa. The word "person" includes a corporation, association or partnership.

Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, terms and phrases having a well known or technical meaning shall be so construed.

1.2 Terms Defined

Acceptance: The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the specification and any modifications thereof.

Addendum: the modification of the specifications issued to all prospective bidders during the period when necessary change, correct, clarify, or further define and phase of the work.

Bidder: An individual, firm, partnership, corporation, and combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City: the City of Agoura Hills, County of Los Angeles.

City Clerk: The City Clerk of City.

City Council: The City Council of City.

Engineer: The City Engineer or his/her duly authorized designee, agents, representatives or inspectors.

Contractor: The successful bidder to whom the contract is awarded.

Days: calendar days, unless business days and workdays, are expressly specified.

Materials: Any material, equipment, appliance, process, item or article of any nature whatsoever installed or incorporated into the work or provided to City under the contract.

Project: The project is the total improvement, of which the work performed under the contract may be the whole or a part.

Special Conditions: Any provision in the Contract Documents that supplements, modifies and, when in conflict, supersedes these General Conditions/Specifications.

Subcontractor: Any Subcontractor under Contractor.

Work: That which is proposed to be maintained under the contract, in strict accordance with the Contract Documents, including the furnishing of all necessary or convenient tools, equipment, material, labor and transportation.

Working Days: A working day is defined as any day, except Saturdays, Sundays, legal holidays and except days when work is suspended by the Engineer, and any other day determined to be non-working in accordance with the Contract Documents.

2. Work and Material Requirements

2.1 Use of Premises

(a) Contractor shall confine all tools and equipment, the storage of materials, and the operation of workers to areas designated by the Engineer or city representative

(b) With respect to an premises, toll or equipment of City made use of in the performance of the contract Contractor shall have inspected the same prior to use, have accepted them in good and safe condition and have agreed to maintain them in a safe condition for the protection of workmen while using them during the performance of the work.

2.2 Warranty

(a) The labor and material bond must remain in effect until expiration of six months after the period in which verified claims may be filed as provided in section 3184 of the California Civil Code, and the performance bond must be paid up and in effect for six-months after the release of the job by City in accordance with the guarantee required in Subsection 2.5(b).

(b) Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all work for a period of six months after the date of release of work by City, unless a longer period is specified.

(c) In the event Contractor fails to commence corrective maintenance work within ten (10) days after being notified in writing to do so by the Engineer and

prosecute the corrective maintenance work to timely completion, City may proceed to have defects corrected and made good at the expense of Contractor who shall pay cost and charges therefore immediately on demand.

(d) If, in the opinion of the Engineer, defective work creates a condition, which requires immediate corrective work the Engineers shall attempt to give notice, required by this section. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by the Engineer, City may, notwithstanding the provisions of this Section, proceed to make such corrective work, and Contractor shall be liable for costs of such corrective work. Such action by City will not relieve Contractor of the warranties and guaranties provided in the Section or elsewhere in the contract.

(e) This section does not in any way limit the warranty or guaranty on any material for which a longer warranty or guaranty is specified in the Contract Documents or on any item for which a manufacture give a warranty or guaranty for a long period. Contractor shall furnish the Engineer with all appropriate warranty and guaranty certificates upon release of the work.

2.3 Liens

No materials, supplies, tools or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all materials installed or incorporated in the work by the Contractor or any subcontractor and agrees upon completion of all work to deliver premises, together with all improvements and appurtenance constructed or placed thereon by him or her, to City free from any claim, liens, or charges. Contractor further agrees the neither he nor any person, firm, or corporation furnishing any materials, supplies, tools, equipment or labor for any work covered by this contract shall have any right to lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this article, however shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or and rights under any law permitting such persons to look to funds due Contractor in the hands of City, and this provision shall be inserted in all subcontracts and material contracts when no formal contract is entered into for such material.

2.4 Manufacture's Recommendations

Where the manufacture of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be complied with, except where the contract documents specifically requires deviations.

2.5 Certificates of Compliance

The Engineer may require certificates of compliance with the Specifications for materials or manufactured items produced outside of the job site. Such certificates will not relieve the Contractor from the requirements of providing materials and manufactured items complying with the specifications even though they have been incorporated into the job.

3. Maintenance Schedule and Commencement of Work

3.1 Proposed maintenance Schedule

(a) After notification of award and prior to the start of any work, Contractor shall submit to the Engineer for approval the proposed maintenance schedule. The maintenance schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated scheduling days of various activities, procurement of materials and scheduling of equipment. The maintenance schedule shall reflect completion of all work under the contract within the specified time and in accordance with these specifications.

(b) If Contractor desires to make a major change in its method of operation after commencing maintenance, or if schedules fail to reflect the actual progress, it shall submit to the Engineer a revised maintenance schedule in advance of beginning revised operations.

3.2 Beginning of Work

(a) The delivery to City, for execution and approval of the contract documents properly executed on behalf of Contractor and surety, shall constitute Contractor's authority to enter upon the site of the work and to begin operations, subject to its assumption of the risk of the disapproval of the contract, as herein provided, and subject also to the following

(1) Contractor shall have received a receipt in writing for the properly executed contract documents, including bonds and certificates of insurance.

(2) City may, for any reason, order Contractor not to enter upon the site of the work, which order shall nullify the authority of Contractor to enter upon the site prior to receipt of the Notice to Proceed.

(3) Notice in writing of Contractor's intention to start work prior to approval, specifying the date on which he intends to start, shall be given to the Engineer at least 24 hours in advance.

(4) Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these general conditions/specification and special conditions.

(5) Entry upon site without authority will be treated as trespassing.

(6) Should Contractor begin work in advance of receiving notice that the contract has been approved as provided above, any work performed by him in advance of the said date of approval shall be considered as having been done by him at his own risk and as a volunteer unless said contract is so approved

(7) Contractor may start work at any time after the Notice to Proceed is issued, but work shall begin within the number of days indicated on the Bid Proposal after the starting date for the contract, or at such other times as may be indicated in the special conditions.

(8) If required by the special conditions, Contractor shall start maintenance operations on that part of the project designated by the Engineer.

(9) The work shall be conducted in such a manner and with sufficient materials, equipment, and labor to ensure its completion in accordance with the specification within the time set forth in the contract.

3.3 Starting of Contract Time

As soon as practicable after the contract has been executed by both parties, a Notice to Proceed will be issued by City stating the starting date of the contract time will be 30 calendar days after the Notice to Proceed is issued, unless otherwise proved in the special conditions.

4. Subcontracting

4.1 Subcontractors Bound By Contract:

Contractor agrees to bind every Subcontractor by the terms of the contract as far as such terms are applicable to the Subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to City for acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such Subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between and subcontractor and City.

4.2 City Consent to Subcontractors

City's consent to, or approval of, any Subcontractor under the contract shall not in any way relieve Contractor of its obligation under the contract and no such subcontract or approval thereof shall be deemed to waive any provision of the contract between City and Contractor.

5. Contractor's Responsibilities

Contractor shall ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by City in prosecution of project to the end that Contractor may perform the contract in consideration of such other contracts, if any.

Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with others. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, Contractor shall inspect and promptly report to the Engineer any defect in such work that render it unsuitable for such proper execution and results. Its failure so to do shall constitute a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

6. Authority of the Engineer

6.1 General Authority

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the drawings and specifications, and all questions as to the acceptance fulfillment of the contract on the part of Contractor, and as to compensation. His/her decisions shall be final and it shall have authority to enforce and make effective decisions and orders.

6.2 Interpretation of Drawings and Specifications

The Engineer shall interpret the meaning of any part of the drawings and specifications about which any misunderstanding may arise and his/her decision will be final. Should there appear to be any error or discrepancy in or between the drawings and specifications, Contractor shall refer the matter to the Engineer for adjustment before proceeding with the work. Should Contractor proceed with the work without so referring the matter, it does so at its own risk.

6.3 Inspection

(a) The Engineer shall have full access to all operations involving work under the contract and shall be provided reasonable advanced notice of the time and place of operations which he desires to observe.

(b) All work shall be under observation of the Engineer. He/she shall have free access to any or all parts at any time. Contractor shall furnish the Engineer reasonable facilities for obtaining such information as may be necessary to keep

him/her fully informed respecting progress and manner of work and character or materials. Inspection of work shall not relieve Contractor from any obligation under the contract. The Engineer shall have authority to stop work whenever provisions of Contract Documents are not being complied with and Contractor shall instruct its employees and any subcontractor accordingly.

6.4 Disputes Pertaining to Payment of Work

Should and dispute arise respecting the true value of any work done, of any work omitted, or any extra work which Contractor may be required to do, or respecting the size of payment to Contractor during the performance of this contract, such dispute shall be decided by the Engineer.

6.5 Traffic Requirements

(a) Street Closures, Detours, and Barricades

(1) All costs involving in complying with the following requirements for street closures, detours and barricades shall be borne for the Contractor.

(2) Contractor shall notify the Engineer, at least five (5) working days before closing or partially closing and street. The engineers will arrange detour routes and issue signing instructions, if required.

(3) Contractor shall notify the following agencies, at least forty-eight (48) hours in advance of the closing, partial closing, or opening of any street or alley:
Engineering Department Phone (818) 597- 7322, Fax (818) 597-7341 or email cdodd@ci.agoura-hills.ca.us

(4) Contractor shall install, maintain, and remove all temporary barricades, light, warning signs, and other facilities necessary to control traffic as specified in the Manual of Warning Signs, Light & devices for Use in Performance of Work Upon Highways, which is compiled in accordance with section 21400 of the California Vehicle Code. Material for a temporary facility may be provide from new or used material s. if used materials are provided, they shall be sound, in good condition, and otherwise meet the requirements of new material.

(5) If at any time any portion of the street is obstructed by traffic, Contractor shall post "No parking Anytime" signs on both side of the street.

a. In addition to the lane width specified in subparagraph "b." below, Contractor shall maintain a minimum clearance of three (3) feet to excavations and a minimum of two (2) feet to curb and other obstructions. When traffic patterns required by the work are such that opposing lanes of traffic must cross the existing centerline, Contractor shall separate the opposing lanes at intervals, not to exceed fifty (50) feet, or as directed by the Engineer.

b. Minimum Requirements for Maintaining Traffic Flow: Traffic in both directions shall be maintained on all side streets at all times. Minimum ten (10) foot lanes shall be used.

6.6 Deduction for Uncorrected Work

If City deems it inexpedient to correct work, not performed in accordance with the contract, and equitable deduction from contract price shall be made therefore.

6.7 Certificate as to Compliance With Certain Regulations

Contractor shall file with Engineer, prior to the release of the work, a certificate in form substantially as follows:

I (We) hereby certify that all work has been performed and materials supplied in accordance with the specifications, drawing, and Contract Documents for the above work and that:

(a) No less that the prevailing rates of per deem wages as ascertained by the Director of Industrial Relations has been paid to workers employed on this work and a copy of said rates has been posted and maintained at the work site at all times during the course of the work.

(b) State prevailing wage rates shall apply when the State wage is higher that the federal wage rate. All Contractors and Subcontractor are subject to the application of Section 1720 et seq. of the California Labor Code which details regulations and procedures governing the payment of prevailing wage.

(c) All Contractors and Subcontractors are subject to the provisions of Section 3700 of the California labor Code which requires that every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code.

(d) All Contractors and Subcontractors are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor or Subcontractor shall forfeit, as a penalty. Twenty-five (25) dollar for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

(e) Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employee of Contractors who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay.

(f) There have been no unauthorized substitutions of Subcontractors, nor have any unauthorized Subcontractors been entered into.

(g) No subcontractor was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in the Subletting and Subcontracting fair Practices Act, public Contract Code Section 4100, et seq.

(h) All claims for materials and labor and other services performed in connection with the Contract Documents have been paid.

7. Assignment of Rights

7.1 Assignment to City

In entering into this maintenance contract or a subcontract to supply goods, service, or materials, Contractor or Subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action in may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the maintenance contract or the subcontract. The assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.

7.2 Agreement to Assign

In subletting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, material, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

8. Prohibited Interests

No official, employee, or agent of City, nor any member of his of her immediate family, shall have any direct or indirect interest in the contract.

9. MAINTENACE STANDARDS AND SPECIFICATIONS

A) Tree Pruning

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, crown thinning, and crown cleaning in accordance with the standards set forth by the

International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access and require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

1) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

2) Contractor shall provide and post "No Parking" signs 48 hours in advance of the work.

3) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of the work.

4) Contractor shall exercise precautions as necessary when adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

5) No hooks, gaffs, spurs or climbers will be used by anyone employed for such pruning. Any vine plant growing on the trees shall be removed at ground level.

6) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

7) Contractor shall maintain at least one (1) Bilingual (English & Spanish) speaking foreman, on-site, at all times.

8) When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.

9) Topping shall not be done without prior approval of the City.

10) Trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and nine (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlight.

11) The specific techniques employed shall be consistent with industry practice for the size and species of the tree being pruned. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so the healing can readily start under normal conditions. All limbs two (2) inches or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

B. PALM TREE PRUNING

Palm tree trimming shall consist of the removal of all dead fronds, dead fronds sheaths, fruit clusters and other vegetation from the trunks of all palms. Live remaining healthy fronds are to be left at an upward 30 degree angle in relation to a horizontal plane at the head of the palm.

Only the full green undamaged fronds shall remain at the crown of the tree. The Contractor shall be required to remove and dispose of any fallen or hanging fronds for a period of 30 days after completion of the original trim.

C. CLEARANCE PRUNE

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis.

D. TREE ONLY REMOVAL

City prepares list of trees to be removed, marks trees, notifies the homeowners and submits the list to the Contractor. Contractor 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 a crane or 95-foot tower would fall under Crew Rental rates

E. STUMP ONLY REMOVAL

City prepares list of the stumps to be removed, marks stumps, notifies homeowners and submits the list to the Contractor. Contractor calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All holes will be backfilled, as well as all debris cleaned up and hauled off on the same day the stump is removal is completed.

Tree removal is an integral part in the maintenance of the community urban forest. Therefore, tree maintenance, including removal and planting, should fall under a category called "Maintenance or Service" and not considered a "new" construction contract. This project is considered Landscape Maintenance.

1) This contract will involve tree removal and replacement, which reflects that of reforestation. Reforestation shall consist of renewing forest cover on or by the use of seedling or planting in an effort to replant where a forest once stood. Tree removal as a condition of site preparation for tree replacement should also be part of the standard maintenance practice.

2) Contractor shall provide all equipment, labor and materials, necessary for the planting of trees throughout the City in accordance with the specifications herein.

3) Contractor shall be responsible for locating all underground utilities prior to planting.

4) Removal shall be conducted in good workmanlike manner in accordance with the standards of the arboriculture profession. The Contractor shall be responsible for contacting Underground Service Alert (U.S.A.) 1-800-422-4133 for the locating of underground utilities prior to stumping removal operations

5) All tree parts are to be loaded into transport vehicles. The vehicles must have front and side solid and the top and rear will be tarped or otherwise tightly enclosed. The transporting of the tree parts must be made so that no debris escapes during transport.

6) Branches, suckers, bark and other tree parts that are chipped are to be hauled to the disposal site during the workday.

7) All tree stumps must be removed to a least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of 1 ½ feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered.

8) Stumps should be cut low enough to the ground where routing can be done safely.

F. TREE PLANTING

Planting includes the tree, root barrier (when required by specification), stakes, ties and complete installation. Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the life of the tree for a period of ninety days (90), excluding vandalism and extreme weather conditions.

1) 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.

2) Protect adjacent walls, sidewalks and utilities from staining by the soil. Use ½ inch plywood and or plastic sheeting as directed to cover the existing concrete, metal, and masonry work and other items as directed during the progress of the work. Any damage to the paving or architectural work caused by the Contractor shall be repaired at the expense of the Contractor.

3) 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.

4) 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 pit by watering the soil as it is placed in the hole. Soils shall not be compacted by tamping it down by foot.

5) 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.

6) All trees shall be staked with two (2) wooden lodge poles connected together by two (2) ½ inch by three (3) inch pieces of wood and two (2) 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 wooded stakes shall be placed at 1/3 and 2/3 of the trunk height. 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.

7) 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.

8) Tree spacing shall be at a minimum distance of 30 feet to a maximum of 50 feet.

9) Planting will be at a minimum of 30 feet from the back of curb return (BCR) on an approach to an intersection and 20 feet from the end of curb (ECR) on the exit side.

10) Plant 20 feet minimum from edge of approach.

- 11) Plant 20 feet minimum from street light standards, power lines and fire hydrants.
- 12) Plant 15 feet from house walks and utility meters.
- 13) Center the tree between the sidewalks and curb.
- 14) Where there is no parkway, plant tree in the center of the public right-of-way.
- 15) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- 16) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI A60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

G. CREW RENTAL

The standard crew is three men, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. The crew equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim.

H. EMERGENCY CREW RENTAL

Contractor will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within ninety (90) minutes of receipt of the call from the City. The crew will do what is necessary to render the hazardous tree-related condition safe.

1) The Contractor will be required to provide emergency/on call response to hanging limbs, wind damage or downed trees. This may be at night or during storm conditions. The Contractor will be given specific locations and work to be performed at each location via telephone call from a City authorized representative and report back to the City representative upon completion of the work specified.

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

3) The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines the Contractor shall be required to notify the responsible utility company.

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

I. TREE WATERING

Watering is performed by a one-man crew with a water truck and will water various routes including landscape medians and young trees that are three (3) years old and younger.

J. SCHEDULE OF WORK AND HOURS OF OPERATION

1) Contractor will be required to commence work within thirty (30) working days of award of the contract. The Contractor shall, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order and location of work.

2) The general hours of operations shall be 9:00 AM. to 3:00 PM on major streets and 7:00 AM to 5:00 PM on residential streets. The days of operations shall be Monday through Friday. No work shall be performed on Saturday or Sunday unless authorized by the City.

3) In addition, the Contractor, field lead man or foreman shall meet with the City's representative weekly or bi-weekly for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job.

K. CLEAN UP

1) Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

2) Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

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

4) The City's representative shall be the sole judge as to the adequacy of the clean up.

L. DISPOSAL OF MATERIALS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. Included in the monthly billing for the tree maintenance the City will receive a Green waste report detailing the amount of debris recycled and the location. This report is to be used for compliance with Assembly Bill 939.

M. INVOICES

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that trimming operations took place, the address of each individual tree trimmed, the species and its current condition, height, trunk diameter and canopy spread of each individual tree that was trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

N. INSPECTION

The city's representative shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

The inspection of the work shall not relieve the Contractor of any of his obligation to full fill the contract and/or complete the project described. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the City's representative and accepted for payment.

O. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1) The City may modify these specifications with the joint approval of the Contractor and the City's Parks and Landscape Superintendent, all modifications shall be in writing.

2) In the event that the City of Agoura Hills should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

3) Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.

4) The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

P. BROCHURES AND NOTICES

1) Contractor will provide and distribute brochures that are acceptable to the City that describes the tree maintenance process and is readily accessible to the citizens. **Sample brochures must be approved by the City prior to issuance.**

2) Public notice of the Tree Maintenance program will be supplied by the Contractor with final approval by the City's representative.

Q. TREE INVENTORY

The contractor will update the entire tree inventory along city right-of way and parks of the City of Agoura Hills. The data will be collected by address and include tree species, parkway type, diameter at standard height, crown height, botanical and common name, and other information as recommended by the City of Agoura Hills.

R. TREE INVENTORY PROGRAM

The contractor will update the City of Agoura Hills internet-based, record keeping system that allows the City to maintain, retrieve and manipulate information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory program is an on-line database program, which the data can be incorporated into the City's maintenance management tracking program. The program has the capability to produce detailed listings of tree and site information, work histories, services requests, summary reports and pictures of City tree species. The tree inventory program allows for batch update of work histories. The Contractor shall provide unlimited training to support the program for the entire term of the contract while under contract for maintenance services.

Provide the City with recommendations for tree species, recommended planting locations and removals. Attributes to be collected by field personnel may include Address, Street, Facilities, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size & type. Provide the City with various tree inventory report capabilities to accommodate the City's needs

S. GPS INVENTORY

Provide the City with updated Global Positioning System (GPS) coordinates for each tree inventoried. The address information contained in inventory can be linked directly to a Geographical information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude, within one meter. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete updated listing of all sites inventoried, both in hard copy and in the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

T. REPORTS

The Contractor will assist the City with various reports concerning the City's tree inventory, maintenance services, planting program and/or tree policies. These reports may be produced for the City Council and/or various Commissions or Committees.

U. EXPERIENCE

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest.

The Contractor shall have developed a complete and comprehensive computer inventory program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to the City's needs. The user-friendly program should allow users to generate a variety of reports quickly.

V. SCOPE OF WORK

The Contractor will manage the entire inventory project and will not use subcontractors. The project shall include field data collection, data entry, access to the computer program, and training of City employees on the use of the system, future technical maintenance and support. The Contractor, upon award of the contract should be prepared to perform the following:

Contract Management

1. Obtain all required insurance as specified in the RFP.
2. Obtain any and all Business Licenses and/or permits.
3. Execute a Contract for the Inventory of the City trees.

Prior to Commencement of Work

1. Conduct a pre-job meeting with the City to discuss the City's criteria with regards to all tree attributes to be collected, scheduling and location of fieldwork.
2. The City will be divided into grids of districts for more efficient management of data collection. For the purpose of updating the City's tree inventory, the City shall try to provide copies of the following
 - a. City Maps with Street Legend
 - b. Easement Maps
 - c. Grid Maps
 - d. Street Tree Master Plan with Tree Palette
 - e. Tree Ordinance
 - f. Additional information pertaining to City Trees
 - g. Tree Maintenance Schedule
 - h. Information pertaining to City's GIS system
 - i. Street Listing on diskette in database or ASCII format

Inventory data Collection

1. Have an ISA certified Arborist, perform the tree data collection and provide cursory tree evaluation.

2. Attributes to be collected by field personnel include District (area number and name), species identification, size (diameter at standard height) and condition evaluation.

3. Provide the City with updated Global Positioning System (GPS) coordinates for each tree inventoried. The information collected can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the tree by their global coordinates of longitude and latitude.

4. By collecting updated data using the GPS system, the City can consolidate the tree data with other various GPS coded programs.

5. At the end of the project, the City will receive a complete updated listing of all site inventoried, both in hard copy and visible within the software program, which will enable the City to connect the inventory to the GIS program and create various frequency reports.

6. Attributes to be collected by field personnel will include:

- a) Tree Number
- b) City District
- c) Street
- d) Location by Address
- e) Location by GIS, x, y State Plane coordinate (optional)
- f) Species by Botanical name and common name
- g) Tree diameter
- h) Canopy spread
- i) Tree height
- j) Recommended Maintenance Classification
- k) Existing overhead Utilities
- l) Parkway Size
- m) Parkway Type
- n) Public/Private Code

W. COMPUTER SOFTWARE UPDATE

1. The software will have the capability of producing reports that can be exported to Microsoft Excel for graphic output for the purpose of displaying the data.
2. It is capable of linking to ArcView GIS version 3.2 with automatic data export.
3. Update the software can also link to separate databases containing work history, work requests, etc.
4. It can manage an unlimited number of records and has the capability of adding additional tree sites should the City desire to input them.

5. Queries can be made by one field or a combination of fields.

X. TREE INVENTORY & SCHEDULE

1. Data will be post-processed to establish sub-meter accuracy of points (only if GPS).
2. Tree inventory will be updated into the existing web-based program for long-term management of the Urban Forest. The inventory program is linked with the City's ArcView system for GIS capabilities.
3. Update (if needed) Global Positioning Satellite (GPS) coordinates for each City tree inventoried. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude, within one (1) meter. By updating the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City.
4. Provide monthly progress reports in the form of shp.files. The City will be able to review the data collected and the dot plotted on the maps.

Y. TECHNICAL SUPPORT AND MAINTENANCE

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide unlimited support with experienced staff available to the City during the hours of 8:00 AM. to 5:00 PM. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

Z. COMPUTER SOFTWARE SYSTEM

The Contractor will provide the City of Agoura Hills with updates to the internet-based, record keeping system that allows the City to maintain, retrieve and manipulate information about its tree population, including the description of each tree by species, height, diameter, work history, and tree & planting site location. The tree inventory program is an on-line database program, which the data can be incorporated into the City's maintenance management tracking program. The software program allows the City to customize the program specific to the City's needs. It also allows for an unlimited amount of users to connect to the database.

EXHIBIT "B"
SCHEDULE OF PAYMENT
SCHEDULE OF TREE WORK COMPENSATION

WEST COAST ARBORISTS, INC.

**EXHIBIT "B"
SCHEDULE OF PAYMENT
SCHEDULE OF TREE WORK COMPENSATION**

The Contractor understands the tree population of the City of Agoura Hills and agrees to provide the specific services to the City as listed in the Bid Proposal.

1. GRID OR ANNUAL TREE TRIMMING

A systematic tree trimming program composed of existing grid or pre-designed districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming is performed in accordance with the standards established by the international Society of Arboriculture, American National Standards Institute and the City.

UNIT	UNIT PRICE
Per tree	\$ 50.00

2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS

Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

<u>Size</u>	<u>Unit</u>	<u>Unit price</u>
0-6" dbh	per tree	\$ 30.00
7-16" dbh	per tree	\$ 90.00
17-24 dbh	per tree	\$ 90.00
25-36 dbh	per tree	\$ 150.00
37 dbh & over	per tree	\$ 150.00

3. PALM TREE TRIMMING

	<u>Unit</u>	<u>Unit price</u>
Coco Palm, any size	per tree	\$ 25.00
Washingtonia Palm, any size	per tree	\$ 50.00
Canary Island Date Palm, any size	per tree	\$ 120.00

4. TREE REMOVAL

	<u>Unit</u>	<u>Unit price</u>
Complete tree and stump removal	per dbh	\$ 22.00
Tree removal only	per dbh	\$ 17.00
Stump only removal	per dbh	\$ 9.00

5. TREE PLANTING

	<u>Unit</u>	<u>Unit price</u>
15 gallon tree with root barrier	per tree	\$ 95.00
15 gallon tree without root barrier	per tree	\$ 115.00
24 inch box tree	per tree	\$ 190.00
24 inch box tree without root barrier	per tree	\$ 210.00

WEST COAST ARBORISTS, INC.

6. TREE WATERING

<u>Unit</u>	<u>Per day</u>	<u>Unit price</u>
per tree	\$ 325.00	\$4.00

7. CREW RENTAL Per man hour **\$ 60.00**

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools

8. CREW RENTAL (overtime) Per man hour **\$ 60.00**

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper and all necessary saws and hand tools.

9. EQUIPMENT RATES

List additional equipment you have available and the rates for each.

Crane with operator	<u>Per hour</u>	\$120.00
95-ft. Aerial Tower with Operator	<u>Per hour</u>	\$120.00

10. MATERIAL AT COST PLUS _____ 15%

11. ARBORIST SERVICES Per hour **\$ 60.00**

Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

12. EMERGENCY CREW RENTAL Per man hour **\$ 90.00**

13. TREE MASTER PLAN Per tree **\$ 0.50**

14. GPS TREE INVENTORY Per tree site **\$ 3.00**

15. ROOT PRUNING Linear foot **\$ 15.00**

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