



# City of Carson

## Report to Mayor and City Council

September 6, 2011  
New Business Consent

**SUBJECT: CONSIDER AN AWARD OF A CONTRACT SERVICES AGREEMENT TO PROVIDE TREE MAINTENANCE SERVICES**

Submitted by M. Victor Rollinger  
Development Services General Manager

Approved by Clifford W. Graves  
Interim City Manager

### **I. SUMMARY**

On June 28, 2011, the city advertised a Request for Proposal (RFP) for contract tree trimming services and also submitted the RFP to six tree maintenance companies from the city's vendor list. Four bids were received and opened by the City Clerk on August 9, 2011. The lowest responsible bidder is West Coast Arborists, Inc. with a bid in the amount of \$343,128.00.

Staff is requesting that the City Council award a contract services agreement for tree maintenance services to West Coast Arborists, Inc. (Exhibit No. 1).

### **II. RECOMMENDATION**

TAKE the following actions:

1. AWARD a contract services agreement for tree maintenance services for the period September 6, 2011 through June 30, 2014, to West Coast Arborists, Inc., in the amount of \$343,128.00 for the first year, with subsequent years subject to Consumer Price Index (CPI) increases.
2. AUTHORIZE an additional annual expenditure up to \$16,870.00 (5%), if necessary, for additional unforeseen work which may occur due to rainfall, high wind conditions or other urgent or emergency conditions as they occur.
3. AUTHORIZE the Mayor to execute the contract services agreement following approval as to form by the City Attorney.

### **III. ALTERNATIVES**

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate.

### **IV. BACKGROUND**

The city of Carson is responsible for the care of approximately 21,000 trees located throughout the city in various public parkways, medians, parks and city facilities. The previous tree trimming contract expired on June 30, 2008 and, due to the city's financial issues, tree trimming services were deferred for FYs 2009/10 and 2010/11.

September 6, 2011

On August 9, 2011, four bids were received and opened by the City Clerk as listed below:

Bidder	Place of Business	Calculated Total Bid
West Coast Arborists, Inc.	Anaheim	\$343,128.00
Trimming Land Company	South Gate	\$507,080.00
Great Scott Tree Services, Inc.	Stanton	\$588,805.00
Mariposa Landscapes, Inc.	Irwindale	\$1,735,650.00

Staff has reviewed the bids and finds that the lowest responsible bidder, West Coast Arborist, Inc. is a bona fide contractor licensed by the state of California. The bid bond, in the amount of 10% of the total bid, as supplied by Contractors Bonding and Insurance Company under the laws of the state of Washington is in order and was submitted with the bid. The contractor's references have been checked, and it has been verified that the contractor has completed similar projects in an acceptable manner.

**V. FISCAL IMPACT**

Adequate funds have been allocated for tree trimming services in the FY 2011/12 Adopted General Fund and Gas Tax Fund budgets.

**VI. EXHIBITS**

1. Contract Services Agreement (pgs. 3-50)

Prepared by: Debbie Torres, A/Administrative Analyst  
TO:Rev010511

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

**Action taken by City Council**

Date\_\_\_\_\_ Action\_\_\_\_\_

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

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 6th day of September, 2011, by and between the CITY OF CARSON, a general law city and municipal corporation ("City") and West Coast Arborists, Inc. a California corporation ("Contractor"). The term Contractor includes employees performing as drivers, supervisors, and personnel acting to render tree maintenance services.

## **RECITALS**

A. City, and the Contractor, West Coast Arborists, Inc., entered into a Contract Services Agreement for Tree Maintenance Services September 6, 2011. Agreement expires on June 30, 2014.

B. Contractor represents that it is qualified and able to perform tree, pruning, trimming and maintenance services desired by City as set forth in the proposal submitted by Contractor dated August 9, 2011, attached hereto as Exhibit "A" and incorporated herein ("the Proposal").

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

## **AGREEMENT**

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

### **1.0 SERVICES OF CONTRACTOR**

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

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

## **1.2 Standards and Specifications**

(1) All work shall conform to the most current Pruning Standards of the Western Chapter International Society of Arboriculture (ISA) in ANSI A300 and specifications set forth herein. In all cases, the City's representative shall have the sole discretion in determining conformance and acceptability of trees trimmed by Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment, or redone at no cost, to the reasonable satisfaction of the City's representative.

(2) Contractor shall raise lower limbs on the street side and to the sidewalk side, where practical, to a minimum height of 13'6" from the top of the curb, without detracting from the natural shape of the tree. Contractor shall trim to clear streets lights within 10 feet.

(3) Contractor shall maintain good public relations at all times. 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 supervisor in tree trimming operations. Contractor shall maintain at least one (1) bilingual (English and Spanish) speaking foreman, on site, at all times. Contractor shall be responsible for notifying residents at each location of the intended tree operations in the form of a letter mailed at the Contractor's expense at least two (2) weeks prior to beginning work at such location.

(4) Contractor shall ensure that private property and vehicles at work locations are not endangered or damaged during the course of work. City will service as mediator between Contractor and the owner of damaged property in the event damage occurs during the course of work pursuant to this Agreement.

(5) Contractor shall be responsible for the protection of all improvements adjacent to work areas, including, but not limited to, sprinkler systems, drain pipes, lawns, plantings, brick or masonry work, mailboxes, lights, fences, walls, sidewalks, and paving located on public or private property. If any improvements are removed or damaged by Contractor, other than those scheduled for removal, such improvements shall be replaced in kind at no cost to City, and to the satisfaction of City and the affected property owner no later than five (5) working days after the date of damage or removal.

(6) No hooks, gaffs, spurs or climbers shall be used by anyone employed for trimming. Plants or other material growing on the trees shall be removed to ground level at time of tree trimming.

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



(8) Brush and debris shall be removed, sidewalks swept, parkways raked out and gutters cleaned daily. Cut branches ("hangers") shall not be left in the trees. No brush, leaves, debris, trucks or equipment shall remain on the street overnight without the written authorization of City's representative. City's representative shall be the sold judge as to the adequacy of clean up and shall have the authority to direct further clean up with results the same day. This may include use of City staff on overtime, which will result in costs deducted from Contractor's billing.

(9) Unless otherwise approved in writing by City, trees are to be trimmed block by block, subject to the instructions of the Contract Officer or his or her authorized representative.

(10) When trimming fungus, disease or fire blight-infested limbs or fronds, all pruning tools shall be cleaned after each cut with approved disinfectant.

(11) Topping is not permitted on any tree, except by specific direction from the Contract Officer. "Rounding off" shall be considered topping. Restoration pruning shall be done on formerly topped trees.

(12) All green waste produced as a result of Contractor's operations pursuant to this Agreement will be reduced, reused, recycled and/or transformed and documentation will be provided as set forth in the Proposal. Materials which are reduced, including chipping, grinding, and shredding operations, are to be disposed at a recycling yard for use in a tub grinding and mulching program. If materials which are reused, including, chipped, ground or shredded tree materials as mulch, are taken to a location outside the City, Contractor shall submit documentation from the property owner indicating the location and amount of material used. If recycled or transformed firewood that is too large to be chipped, ground or shredded for use as mulch is to be kept for firewood by Contractor, Contractor shall provide to City proof of such an operation.

(13) City's representative shall, at all times, have access to the work and shall be furnished with all reasonable facilities for ascertaining full knowledge regarding the work. City's inspection of the work shall not relieve Contractor of any obligations to comply with the terms hereof or complete the project. Defective work shall be made good notwithstanding the fact that it had been approved for payment. Any unacceptable work will be noted in writing. Upon receipt of such notification, Contractor shall make reasonable good faith efforts to correct the deficiencies within reasonable period, not to exceed ten (10) working days from notification. If unacceptable conditions remain after this period, City has the right to deduct payment or terminate this Agreement.

(14) Contractor shall provide a tree site database for the City and shall continue to maintain and update the database throughout the term of this Agreement. The data will be collected in fields that represent each individual tree. The records include Tree Species, Condition, Diameter (DBH/DSH), GPS Location, and Date of last maintenance and Comments. City may modify the foregoing fields to accommodate City's needs.

(15) Tree removal is an integral part in the maintenance of the community forest. Therefore tree maintenance, including removal and planting, should fall under the category

"Maintenance and Service" and not be considered a "new" construction contract. Removals shall be considered a regular component of this contract.

### **1.3 Safety**

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

(2) Contractor shall provide and post "No Parking" signs 48 hours in advance of the work on streets which have trees which are to be trimmed, while considering and coordinating with the street sweeping predetermined schedules. Nails, staples, screws, or tacks shall not be used to post signs. It is acceptable to use string, wire, or tape.

(3) Contractor shall conform to all Caltrans Department of Transportation Traffic Safety requirements and operating rules at all times while performing services pursuant to this Agreement (WATCH Manual, 2006 or later).

(4) Contractor shall supply and use all safety equipment necessary to close or delineate traffic lanes to through traffic, including high visibility Arrow Board(s) where appropriate. Sign stands, delineators and/or cones shall be used to identify the work site for pedestrian and vehicular safety. All traffic safety equipment must be approved for use by City prior to use.

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

(6) Contractor shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to Contractor's personnel or others near the work site, work is to immediately cease and Contractor shall immediately notify the appropriate utility company and the City. Work shall then commence in accordance with instruction from the utility company, and Contractor shall notify City of such instructions.

**1.4 Compliance with Laws.** All services performed hereunder shall be performed in accordance with all ordinances, resolutions, statues, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

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



**1.6 Familiarity with Work.** By executing this Agreement, Contractor warrants that (a) it has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and, (c) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

**1.9 Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000.00, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

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

## **2.0 COMPENSATION**

**2.1 Schedule of Compensation.** For services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the contract amount of Three Hundred and Forty Three Thousand, One Hundred and Twenty Eight (\$343,128.00), ("Contract Sum") per annum, excepted as provided in Section 2.3. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

**2.2 Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the fourth (4th) working day of such month, Contractor shall submit to the City in the form approved by the City's Administrative Services General Manager, an invoice of services rendered prior to the date of the invoice, except as provided in Section 7.3. City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last demand check run of the month.

**2.3 Future Adjustments.** Effective July 1, 2012, and on each July 1 thereafter, the compensation paid to the Contractor shall be adjusted annually to rates that are based upon changes in the Consumer Price Index (CPI), All Urban Consumers, for Los Angeles-Anaheim Riverside area, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2012, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The Contract Officer shall review the information submitted by Contractor and approve the rate adjustment if the information submitted is





determined to be accurate. As an alternative, the City Manager/Contract Officer may refer the proposed adjustment to the City Council for approval, in its reasonable judgment.

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

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

### **3.0 PERFORMANCE SCHEDULE**

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

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

**3.3 Force Majeure.** The time period specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time of performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.



**3.4 Term & Extended Term(s).** Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from September 6, 2011 until June 30, 2014. City reserves the right, in its sole and unfettered direction, to extend the Term of this Agreement for up to a maximum of one (1) three-year extended term (an "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term of this Agreement.

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

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

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

**4.3 Prohibition Against Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Contractor and its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any entity to perform in whole or in part the services required hereunder with the express written approval of the City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without express consent of City.

**4.4 Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the



selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold harmless City from any failure of Contractor to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

## **5.0 INSURANCE AND INDEMINIFICATION**

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

(1) All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured's to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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



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

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

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

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

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

## **6.0 RECORDS AND REPORTS**

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

technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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

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

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

## **7.0 ENFORCEMENT OF AGREEMENT**

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

**7.2 Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice, and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the

foregoing, however, City shall be excused from payment if Contractor has for any period failed to perform its work in a satisfactory manner. Compliance with the provisions of this Section shall be condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

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

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

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

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

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

**7.8 Termination Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in the following Section for

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

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

**7.10 Attorney's Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

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

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

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

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

## **9.0 LABOR STANDARDS**

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

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

(3) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

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

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



(6) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which a worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

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

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

## **10.0 MISCELLANEOUS PROVISIONS**

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

To City:

City Manager  
City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attention: Uli Fe’esago Jr.  
Public Works Superintendent  
Public Works Maintenance Division

To Contractor:

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

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

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

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

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

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

**10.6 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering



into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

**"City"**  
CITY OF CARSON

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Approved as to form:

Aleshire & Wynder

**"Contractor"**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[END OF SIGNATURES – EXHIBITS ATTACHED]

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**[See attached]**



*Tree Care Professionals Serving Communities Who Care About Trees*

www.WCAINC.com

August 9, 2011

City of Carson  
**Office of the City Clerk**  
701 East Carson Street  
Carson, California 90745

**RE: Tree Trimming Services**  
**Due: Tuesday, 8/9/11 at 2:00 P.M.**

To Whom It May Concern,

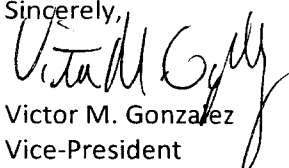
Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal to perform tree trimming services for the City of Carson. WCA is a family-owned and operated company employing nearly 600 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. We understand that trees are an integral part of the City's culture and community. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA has a 39-year track record of working for more than 200 California municipalities and various public agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1976. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 40 Certified Arborists and over 100 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture.

Our employees operate from one of our seven California offices: Anaheim, Ventura, San Diego, Riverside, Fresno, San Jose and Stockton serving over 200 municipalities. WCA is a California Corporation and is comprised of a top management team, a management committee and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used.

WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees. WCA's top management team has created a culture where employees become accountable for actions and results.

Should you have any questions or require additional information, please do not hesitate to contact me at (800) 521-3714.

Sincerely,  
  
Victor M. Gonzalez  
Vice-President



**West Coast Arborists, Inc.**

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

# PROPOSAL SUMMARY

## PROPOSAL NARRATIVE

One of the City of Carson's greatest assets is its urban forest. The trees are well-known throughout the region, with over 21,000 trees, Carson creates a dynamic environment, offering extraordinary activities & events. The appropriate care of these trees is vital to the City's social and economic existence. We believe that together we can effectively and efficiently preserve and enhance the City's tree assets.

We believe in an Interactive Partnership with the community, where municipalities can confidently rely on WCA to assist them with any of their tree care needs while providing service levels they come to expect. Our goals in urban tree care are to extend the life of all trees, safeguard public safety, and produce a reliable source of shade, beauty and the other non-commercial benefits that result from healthy trees in parks and City right-of-way. Obviously, this cannot be accomplished without the City's valued input or without community involvement. Listed below is our proposal summary for this project.

Should WCA be awarded a contract for the maintenance and management of the City's Trees, we are prepared to perform the following:

### Contract Management

Should WCA be awarded the contract, we are prepared to execute contract documents, furnish all required insurance and bonds as specified, and obtain any and all Business Licenses and/ or permits. We will then request a Pre-Job meeting with City staff prior to commencement of work. Prior to work, we can assist the City in developing a detailed work schedule with specific dates for approval.

### Tree Inventory Program

A team of inventory specialists/certified arborists conduct complete inventories based on the City's approved criteria including all publicly owned trees on street rights-of-way. WCA will set up the City's tree inventory software program called ArborAccess by issuing user names and passwords for each end user. We will provide initial training and unlimited training & support thereafter to ensure its effective use.

### Mobilization

WCA will mobilize the assigned vehicles, equipment and materials required for the City. Our local operations yard will stage the equipment during the term of the contract. Communication is vital to the success of the project and we believe in the importance of preparing our crews with knowledge of specifications & standards for this project.

### Notification

With the City's approval, we will prepare letters of correspondence listing WCA and/or the City as the persons to contact for any information related to tree maintenance. Notices will be distributed within the time specified by the City. We will identify the list of addresses required for notification and mail notices at the required time prior to commencement of work. WCA will also post official "No Parking" signs on Right-of-Way at a minimum of 24 hours in advance.

### Commencement of Work

Our standard operating procedure is to inform the City of our work location each morning via email and on ArborAccess. The crew(s) will perform vehicle, equipment and material inspection prior to leaving the local operations yard. Upon arrival of the jobsite, the crew will set up traffic control in accordance with the specifications making sure the work zone is safe for both field personnel and pedestrians while maintaining excellent public relations with the community. WCA will work in accordance with the City's, ISA and ANSI Standards. In the event of an emergency, WCA will provide immediate response and take action at the City's request in a safe and efficient manner. During our course of operations we will provide the City with recommendations for recommended removals.

# PROPOSAL SUMMARY

## Customer Service

Communication is vital to the success of the management of an urban forest. From the Foreman out in the field to our Customer Service Representatives in the office, we are prepared to obtain all inquiries and properly correct any problems we may create during maintenance operations. Understanding that the City of Carson expects exceptional customer service from its service providers, we will handle all inquiries both in the field and from calls taken at the corporate office. Direct communication from our Project Manager, Foremen, and Customer Service Representative to the City will be standard operating procedure.

## Inspection of Work Performed

WCA will abide by its Quality Control Plan and work with City staff to ensure work has been performed in accordance to the standards. Should there be any damage associated with our operations, we will notify the Inspector immediately and take measures to repair or replace damage within 48 hours of occurrence. WCA is responsible to remove all debris and material from each the jobsite daily. Together with the City we will inspect final work, including cleanup of worksite(s) each day.

## Work History Update & Invoicing

Each Foreman is responsible to record work completed in data record format for proper inventory update. This information is automatically entered into the tree inventory software and is used to generate the invoice. WCA will maintain a list tracking system that organizes each work assignment and will then review with City staff weekly or bi-weekly. Invoices will be submitted in hardcopy and/or email for review. All invoices, including backup, will be stored in ArborAccess for future reference.

City staff has the very important task of managing trees as an ecosystem, taking into consideration specific biological, social and economic conditions. They must ensure that the best methods of tree care are practiced in the community, that the lives of the trees are extended beyond average, and that the taxpayers receive the most from their investment in trees. As a corporate partner, we will strive to make this project successful for the residents and the City while minimizing the inconvenience. We will always encourage your input and suggestions to help achieve this goal.



# WORK STATEMENT

## BENEFITS OF A WORK PLAN

Regardless of the amount of a community's tree management budget, systematic tree maintenance reduces costs in the long term.

Systematic tree maintenance programs reduce the need for "emergency" or "service request" pruning, help prevent liability problems (such as dead or weak branches), reduce tree mortality and improve the urban forest's health and real value over the long term. A systematic tree maintenance program is composed of pre-designated trimming schedule which are pruned in their entirety on a set schedule. At the same time, the safety and welfare of the community will be enhanced. We will assist the City in developing a specific work plan that may include the following benefits:



Crews pruning in the City of Beverly Hills

### *Scheduling:*

We can assist the City with updating or establishing their work plan for a long-term maintenance program. Maintenance should be performed throughout the entire fiscal year on a consistent basis.

### *Improved Public Relations:*

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

### *Equal Service:*

Every citizen receives service whether requested or not. Maintenance is not dependent on a formal request or individual.

### *Preventive Maintenance:*

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

### *Improved Health:*

Implementing a work plan improves the health of the tree population through routinely maintaining weakened or pest-infested branches and developing sound and vigorously growing crowns.

### *Maintain a Capital Asset:*

The urban forest is one of the Cities most valuable and overlooked capital assets. By investing in a work plan, the City is maintaining its overall and real financial value to the community.

### *Reduced Liability:*

Due to the efficiency of work plans, all trees are serviced in a timely manner reducing liability exposure.

### *Efficient Record Keeping:*

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



# WORK STATEMENT

## TREE PRUNING

The results of using this pro-active tree maintenance strategy are long term reduced costs, increased public safety, content residents, and an increased value of an essential City asset. Prior to commencement of work, WCA will post signage on the trunk of the tree at which work is to be performed. This signage will inform residents of the work that is to be performed and will be delivered within the time specified by the City.

The objectives of tree pruning are:

- reduce the risk of failure
- provide clearance
- reduce shade and wind resistance
- maintain health
- influence flower or fruit production
- improve a view
- improve aesthetics



WCA crews working in the City of Fullerton

In addition to providing complete pruning operations, our highly trained and qualified staff will also perform clearance pruning services, which consist of removing branches to provide a specified clearance from the top of the curb and walkway when practical, typically fourteen (14) feet. This operation also involves clearing limbs or branches away from electrical wires, lights, buildings, and/or traffic signal devices. Also, we will remove all trunk sprouts and suckers and clear limbs to provide for pedestrian travel. All work will be performed in accordance with the Best Management Practices developed by the I.S.A., ANSI A300 Standards and ANSI Z133.1 Safety Standards. The debris will be removed from the job site and taken to a designated facility for recycling. All resulting debris will be removed from the job site daily and properly disposed of at the end of each workday. We will clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawn and parkway and the sweeping of streets.

## TREE REMOVAL



Large tree removal

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

The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. We will also remove large trunks and debris from the job site. The debris will be removed from the job site and taken to a designated recycling facility. Immediately following the removal, the stump will be ground

down in accordance with I.S.A. Standards and ANSI A300 Standards. Job sites will be cleaned daily, including raking of leaves and removal of all debris.

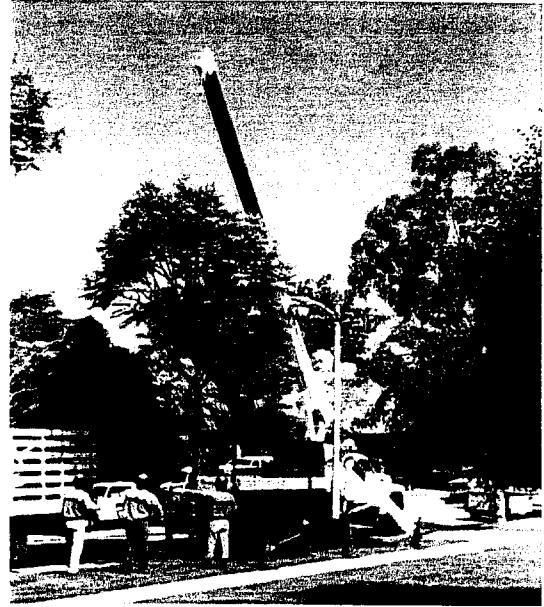
# WORK STATEMENT

## TREE PLANTING

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

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

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



WCA crews planting

## CREW RENTAL

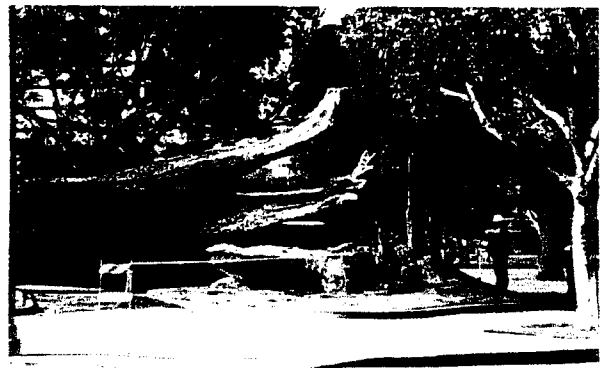
There are many services that we provide to agencies that don't necessarily involve tree maintenance. Because of our commitment to customer satisfaction and our vast amount of resources, which includes specialty equipment, and qualified personnel, WCA responds to various miscellaneous requests. Some examples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



Holiday lighting project in the City of Mission Viejo

## EMERGENCY RESPONSE

West Coast Arborists has an Area Manager on call 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the City, Police Department and Fire Department. We will be prepared for emergency calls on a 7-day, 24-hour basis. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday. Should the emergency call out occur during normal business hours, contact your Area Manager or Customer Service Representative and one of our teams will respond to the scene and perform the necessary work.



Emergency tree removal operation

# WORK STATEMENT

## CROWN RAISING/ SAFETY PRUNE

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

## TREE WATERING

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



## DAY CREW/SMALL TREE CARE

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

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement
- Tree watering (up to one time per week depending on weather conditions)



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

## PALM TREE PRUNING

Palm pruning is the removal of fronds, flowers, fruit, stems, or loose petioles that may create a hazardous condition. Palms also may be pruned for aesthetic reasons to eliminate sprouts and stems or dead fronds and seedpods. Live, healthy fronds should not be removed. If they must be removed, however, avoid removing those that initiate at an angle of 45 degrees or greater above horizontal. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. Climbing spikes should not be used to climb palms for pruning.

## SPECIALTY EQUIPMENT

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

# WORK STATEMENT

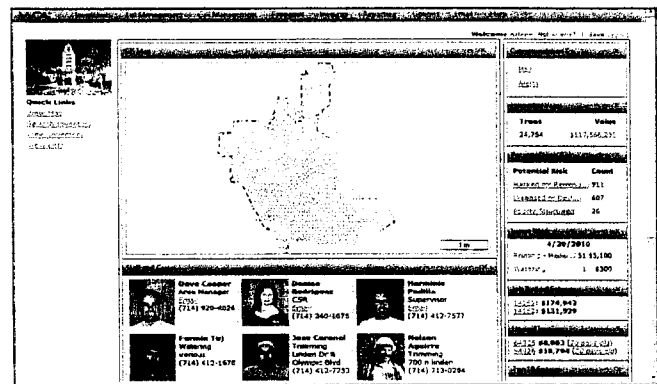
## ARBORACCESS

WCA's technological innovation has allowed us to remain one step ahead in the tree industry. We have achieved a significant competitive advantage through effective management of information, including our experience in tree inventories, tree reports & recommendations, and software development. We strongly believe the success of any urban forest management program will depend on information management.

As you know, many industries have quickly become technology-intensive, and the need to combine technology with typical functions of any firm or agency has become predominant. We are certain that by these advancements, we can better serve customers and provide information more quickly and accurately.

We have made significant upgrades to our tree inventory software program called ArborAccess. Specifically, we have upgraded an on-line program that is very similar to today's web-based programs. The program has the following benefits and functions:

- Ability to access program via the Internet from any workstation.
- Unlimited number of users with multiple access levels for security purposes including limitation for some users to viewing capabilities only.
- Faster response to different queries, reporting capabilities, etc.
- Automatic updating of work histories.
- Automatic updating of software program for all customers.
- Generate work orders and/or inspection orders.
- Display all attribute information regarding an individual tree on one screen.
- The ability to enter unlimited work history and/or text entries per tree site.
- The ability to enter unlimited photo entries per tree site.
- Ability to generate user specific reports on multiple functions on a routine basis.
- Update and calculate total tree numbers and values for a user specific area.
- Assessment and conversion of existing data.



Daily record keeping, maintenance scheduling and reporting are required to operate an effective urban forest tree care program. As the work is being performed, each tree site and maintenance performed on it is recorded and submitted on a bi-weekly basis. A hardcopy of this data will accompany each invoice and the work records will be accessible via ArborAccess Online immediately.

## DATA COMPATIBILITY

WCA understands the importance of having an accurate and up-to-date tree inventory. WCA specializes in GPS inventories where the longitude and latitude coordinates for each tree are recorded. A team of inventory specialists/certified arborists conduct complete inventories based on the City's approved criteria including all publicly owned trees on street rights-of-way. The inventory collection will identify varying attributes including but not limited to: tree species identification, location, DBH, height, condition, value, existing overhead utilities, sidewalk damage (optional), etc.

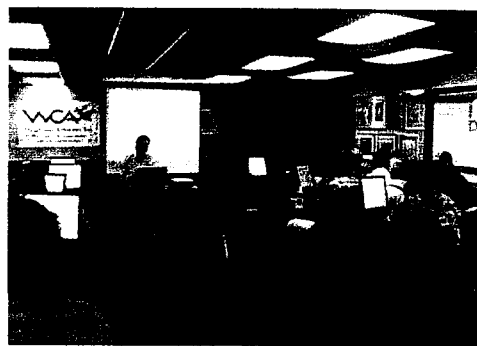
Once collected, all inventory data is property of the City and is continuously updated in ArborAccess as work is performed by WCA, Inc. An ArcView shape file of the tree inventory, which is compatible with industry standard GIS systems may be downloaded at any time, or will be supplied to the City upon request. We offer unlimited software support at no additional cost while under contract for tree maintenance services.

# WORK STATEMENT

## SOFTWARE TRAINING

Each Area Manager has the ability to train our Customers on an as-needed basis. We also offer periodic Customer Workshops for larger groups that earn International Society of Arboriculture continuing education credits (CEUs) for Certified Arborists and Treeworkers.

During the training we walk through all major components of the ArborAccess menu and have a question and answer session that allows our Customers to give us feedback in order to improve our software program on a regular basis. One of the major advantages of having the software online is that one change can affect all users and everyone works on the same version of the program at the same time.



Customer Workshop at our corporate office in Anaheim

We also have a featured "What's New" that is updated as we make changes to the program. When we make major program additions or modifications we post the changes to What's New and we also invite Customers to our Workshops to discover the new functionality and receive feedback.

## BILLING

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

At the end of each day, every crew is responsible for reporting the quantities of work they perform for that day. Internally, we call this process the Call In. This information is radioed into the Customer Service Representative who inputs it into the computer. This information is accessible through job balances immediately in ArborAccess. Once the billing period is complete, the Billing Coordinator runs a Call In report for that date range and compares what was called in to actual hardcopy of the work record inventory. Before the billing is completed, all discrepancies must be resolved and investigated. Once the records balance the invoice is generated and the work history back up is printed to accompany the invoice. The information is immediately stored in the computer and available in ArborAccess.

## LIST TRACKING SYSTEM

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

### West Coast Arborists, Inc.

2200 E Van Burton Street, Anaheim, CA 92806  
(714) 991-1900 / (800) 521-3714 - Fax (714) 955-3745

CITY OF SANTA MONICA  
ATTN: WALTER WARRINER  
2600 OCEAN PARK BLVD  
SANTA MONICA, CA 90405

INVOICE DATE: 10/31/10  
CUSTOMER #: 128  
INVOICE #: 6086  
JOB #: 16444

P.O. NUMBER		10-11 Community Forest Renewal					
DESCRIPTION	UNIT	PRICE	CURRENT INVOICE		YEAR-TO-DATE		TOTAL
			COUNT	QTY	COUNT	QTY	
TREE MAINTENANCE SERVICES							
Complete Removal - Recycle	Each	\$24.00					\$0.00
Tree and Stump Removal	Each	\$24.00	4	137.00		700	\$56,160.00
Tree Only Removal	Each	\$24.00				5	\$120.00
Stump Only Removal	Each	\$18.00				4	\$72.00
Plant 15 Gal w/o RB	Each	\$138.00		50.00		119.00	\$15,762.00
Plant 15 Gal w/o RB	Each	\$140.00					\$0.00
Plant 24" Box w/o RB	Each	\$354.00		6.00		153.00	\$48,264.00
Plant 24" Box w/o RB	Each	\$280.00					\$0.00
Plant 36" Box w/o RB	Each	\$480.00				7.00	\$4,200.00
Plant 36" Box w/o RB	Each	\$700.00					\$0.00
Plant 48" Box w/o RB	Each	\$1,700.00					\$0.00
Fuel	Hour	\$16.00					\$0.00
Spot Repair Installation	Hour	\$10.00					\$0.00
Crew Rental - 3 men	Hour	\$100.00	1	5.00		53	\$1,100.00
Emergency Crew Rental	Hour	\$200.00				1	\$200.00
WORK COMPLETED:			\$14,430.00				
JOB LOCATION:			VARIOUS				

Sample Invoice

# WORK STATEMENT

## SAMPLE MANAGEMENT TOOLS

### DETAILED TREE SITE CHARACTERISTICS

The state-of-the-art technology provides a valuable tool to urban forestry professionals by displaying tree site specifics along with a representative photograph of the species type and a recommended maintenance field. By clicking on the Search Work History link and locating the address the work history for that particular tree site appears. Information can be added, edited or deleted from this location as well. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is automatically updated via downloads that accompany bi-weekly invoices. This process assists the City in elimination of dual-inputting and helps keep the tree inventory current.

ArborAccess

Site Detail

District: 1 Address: 201 OCEAN AV Location: Front -2 Species: Phoenix canariensis DBH: 31+ Height: 15-60

PW Size: 16 Utility: NO Sidewalk Damage: NO Condition: 0 Actual DBH: 0 Actual Height: 0

Actual Canopy: 0 Lifespan: 0 Distance to Fixed Object: 0 Hardscape: 0 Root Pruned: 0 PW Type: 0

Maintenance: Grid Trim Estimated Value: \$20,700 Valid: Yes

Work History

Crew	Work Date	Work Type	Job #	Amount
WCA	2/23/2011	Service Request Pruning	16443	\$144.00
WCA	5/5/2009	Furnish/Install Royal Palm Tree	13942	\$1,700.00
WCA	3/30/2009	No Charge Stump Removal	12292	
WCA	3/27/2009	Tree and Stump Removal	12292	\$1,350.00
WCA	4/8/2003	Planting Backup - Crew	5146	

### ACCURATE MAINTENANCE RECORDS

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

WCA Home Inventories List Management Call Management Proposals Invoices Reporting Options Email Help

Loc: 2 saved query

Exclude non tree sites

Sort by: On Address

View	District	Address	Location	Species	DBH	Height	Recommended	Valid
Details	2	305 10TH ST	Front -1	Pittosporum undulatum VICTORIAN BOY	07-12	15-30	Removal-Diseased or Declining	Yes
Details	2	305 10TH ST	Front -2	Quercus agrifolia COAST LIVE OAK	0-6	01-15	Grid Trim	Yes
Details	2	311 10TH ST	Front -1	Quercus agrifolia COAST LIVE OAK	0-6	01-15	Grid Trim	Yes
Details	2	311 10TH ST	Front -2	Quercus agrifolia COAST LIVE OAK	0-6	01-15	Grid Trim	Yes
Details	2	314 10TH ST	Front -1	Quercus agrifolia COAST LIVE OAK	0-6	15-30	Grid Trim	Yes
Details	2	315 10TH ST	Front -1	Ceratonia siliqua CAROB	10-18	15-30	Removal-Diseased or Declining	Yes

### LINKS TO MASTER STREET TREE PLAN

ArborAccess can be linked directly to the City's Master Street Tree Plan. The Master Plan should build upon the legacy of work that has been done in the past as well as create a concept that builds on the goals of the City that can be implemented into the future. The specie shown has been recommended as replacement species to the existing trees should they happen to fall or to fill vacant sites.

# WORK STATEMENT

## DETAILED REPORTING OPTIONS

### REPORTING FEATURES

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

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

Top 10 Species	
Species	Total
MEXICAN FAN PALM	4,333
INDIAN LAUREL FIG	3,072
SOUTHERN MAGNOLIA	1,995
CANARY ISLAND DATE PALM	1,282
YEW PINE	1,256
CAMPHOR TREE	1,108
CANARY ISLAND PINE	994
JACARANDA	922
CARROTWOOD	871
AMERICAN SWEETGUM	830

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

### PRINTING A LIST

Tree maintenance lists can be printed in a few different ways. The inventory methodology used by WCA allows the lists to be printed by mailing address or by on address. The difference between these addresses is that the trees may belong to a certain mailing address, but in the case of block trimming, it may fall on another street which we call "On Address". Differentiating these addresses assists in managing the street tree inventory and maintenance scheduling. This option also allows WCA or the City to update the list as work is completed. In addition, modifications to the actual tree may be noted and updated when the hard copy is returned. This procedure is one of the most crucial tasks in keeping the tree inventory updated and current. This process is one of the many things that sets WCA apart from other tree care providers.

CITY OF SANTA MONICA Ocean Ave. Corridor to San Vicente E. Side Palm						
DATE	HOUSE ADDRESS	SIDE ON ADDRESS	SPECIES	DBH	HT	DATE
10	101 BROADWAY	S-1 1435 OCEAN AV	WESTERLYA TORREAL, MEXICAN FAN PALM			
9	101 CALIFORNIA AV	S-1 1825 OCEAN AV	WESTERLYA TORREAL, MEXICAN FAN PALM			
9	101 CALIFORNIA AV	S-1 1825 OCEAN AV	WESTERLYA TORREAL, MEXICAN FAN PALM			
3	101 CALIFORNIA AV	S-3 1825 OCEAN AV	WESTERLYA TORREAL, MEXICAN FAN PALM			
1	201 OCEAN AV	F-2	PROPERLY MAINTAINED, CANARY ISLAND DATE PALM			
1	201 OCEAN AV	F-3	PROPERLY MAINTAINED, QUEEN PALM			
1	201 OCEAN AV	F-4	PROPERLY MAINTAINED, CANARY ISLAND DATE PALM			
1	201 OCEAN AV	F-7	PROPERLY MAINTAINED, CANARY ISLAND DATE PALM			
1	201 OCEAN AV	F-8	PROPERLY MAINTAINED, CANARY ISLAND DATE PALM			
1	201 OCEAN AV	F-9	PROPERLY MAINTAINED, CANARY ISLAND DATE PALM			
1	235 OCEAN AV	H-1	SHADES BROWN, GUADALUPE PALM			
1	235 OCEAN AV	H-2	SHADES BROWN, GUADALUPE PALM			
1	245 OCEAN AV	H-3	SHADES BROWN, GUADALUPE PALM			
1	245 OCEAN AV	H-3	SHADES BROWN, GUADALUPE PALM			
1	245 OCEAN AV	H-3	SHADES BROWN, GUADALUPE PALM			

## GPS TRACKING

WCA has partnered with NetworkCar Fleet Solutions to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers.
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs.
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures.
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions.
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster.
- Recover stolen vehicles reducing liability costs which can be passed on to customers.

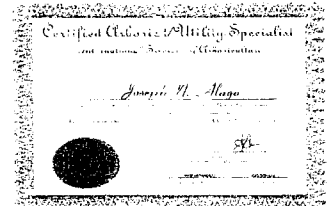
# QUALITY CONTROL PLAN

## INTRODUCTION

West Coast Arborists includes with its comprehensive tree maintenance program a well defined quality control plan that incorporates certified personnel assigned to this project, safety, pruning specifications and guidelines, equipment, hours of operation, public relations, traffic control, work descriptions and communication systems. We believe in following this plan to help ensure the quality of work and the level of service expected.

## PROJECT AREA MANAGER

Rob Thompson will act as the Project Area Manager for this project. Mr. Thompson is an ISA Certified Arborist. With 19 years experience in the tree care industry, Mr. Thompson will provide exclusive field supervision and crew management to the City for the length of the contract. He will be the central point of contact with the City and will work cooperatively with City staff, local residents and business owners. Mr. Thompson has successfully worked with several cities and established a familiarity with the community and logistics of each City respectively. He has full authority to act on behalf of West Coast Arborists, Inc. on all contract matters.



- ISA, Certified Arborist #WE-4396AU

## PROJECT SUPERVISOR

Manuel Perez, the Project Supervisor for this contract was hired in December of 1997. Mr. Perez is a full-time employee and speaks fluent English. He is responsible for reviewing the day's activities, assisting the Project Manager in scheduling, and insuring proper safety procedures are being followed. As Supervisor, Manuel is to report and resolve malfunctions, damage, or industrial injury. He assists in employee training programs, maintains records, and files daily reports and receipts. His certifications include the following:

- Certified Arborist - ISA WE-8499A
- Certified Treecare Safety Professional TCIA CTSP-301

### Daily Supervision

Daily supervision will consist of, but is not limited to:

- Report to the City Inspector with location of crew and maintain an open line of communication.
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner.
- Immediate notification to City Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours.
- Traffic control setup and maintenance of coned area.
- Insure City streets are left free of any debris at end of each work day.
- Maintain record of work completed each day.
- Maintain good public relations at all times.



### Weekly Supervision

Weekly supervision will consist of, but is not limited to:

- Weekly inspection of work completed.
- Meeting with the City to review work schedule and progress.
- Insure standards of pruning are performed in accordance with specifications provided by the City.



# QUALITY CONTROL PLAN

## CUSTOMER SERVICE DEPARTMENT

As we work with or near the public, WCA is mindful that we will most likely be the first person the public contacts. We have seven (7) full-time Customer Service Representatives throughout our operation. Each is trained in the best approach in addressing concerned residents. When speaking with a resident it is important not to disrupt them, be honest, respectful and calm. Always smile and keep the tone of your voice level. Empathizing with the residents (placing yourself in their shoes) helps to resolve the matter more quickly.

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

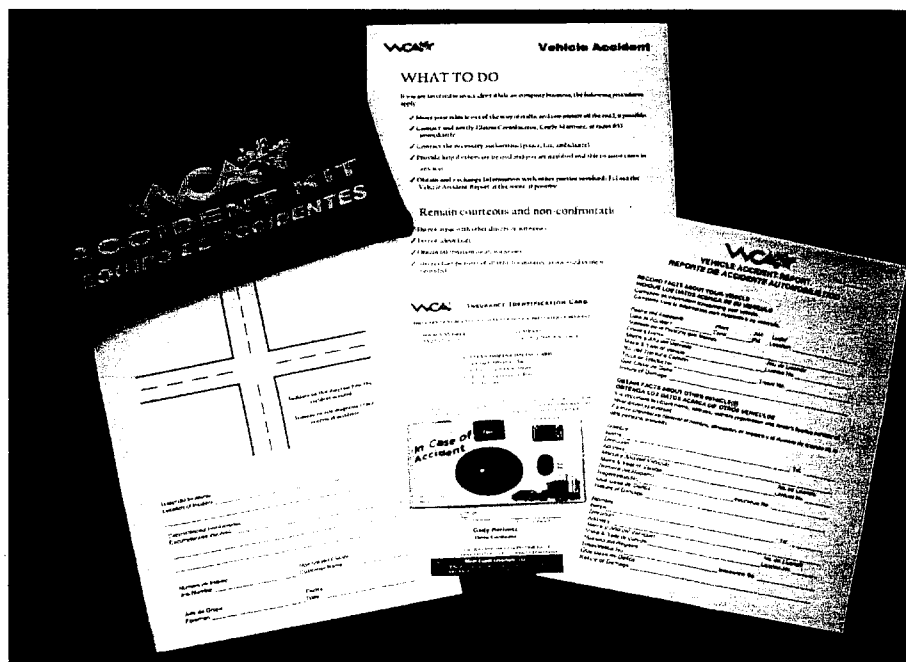


West Coast Arborists' Claims Coordinator

### Complaints and Damage Resolution

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. West Coast Arborists, Inc. will notify the City Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.



West Coast Arborists' Accident Kit that is in each company vehicle

Any activities found by the City to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

# QUALITY CONTROL PLAN

## PRUNING STANDARDS

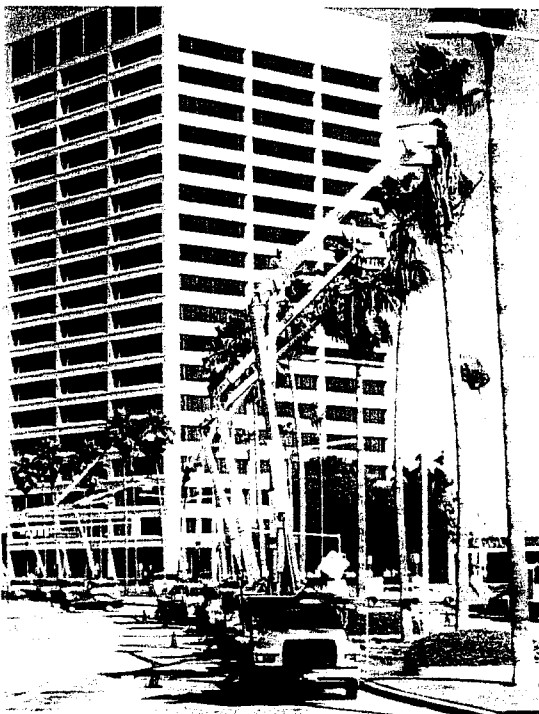
West Coast Arborists, Inc. will perform all tree maintenance in accordance with the Standards adopted by the American National Standard for Tree Care Operations (ANSI A300) and the Best Management Practices, a supplement from the International Society of Arboriculture Pruning Standards. Final pruning cut will be made without leaving stubs. Cuts will be made in a manner to promote fast callous growth. Representative photographs depicting "before and after" trimming are included in this proposal. West Coast Arborists, Inc. will clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawn and parkway and the sweeping of streets. All resulting debris will be removed from the work site daily and properly disposed of at the end of each work day.



WCA crews in action at our state's Capitol building

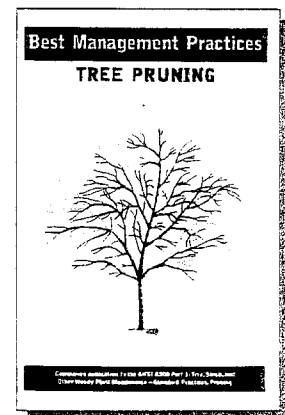
Benefits of proper tree pruning include reduced risk of branch and stem breakage, better clearance for vehicles and pedestrians, improved health and appearance, enhanced view, increased flowering. When improperly performed, pruning can harm the tree's health, stability, and appearance. Several consequences occur when pruning is not performed at all. These consequences include development of low limbs; weak, co-dominant stems; defects such as included bark; and accumulation of dead branches. Formation of co-dominant stems and defects such as included bark can lead to increased risk of breakage.

No tree should be pruned without first establishing clearly defined objectives. Seven main objectives are described, along with pruning types that help meet those objectives. These objectives serve as examples and can be expanded or shortened to meet site conditions and customer expectations. Even with proper pruning cuts, if the wrong branches-or too many branches-are removed, nothing of merit has been accomplished.



### Objectives of pruning:

- Reduce risk of failure
- Provide clearance
- Reduce shade and wind resistance
- Maintain health
- Influence flower or fruit production
- Improve a view
- Improve aesthetics



Nine pruning types are used in arboriculture to achieve the objective of the tree's owner or manager. Pruning types include structural, cleaning, thinning, raising, reducing, restoring, and pollarding. Pruning palms and conifers and pruning for utility line clearance are other types of pruning.

# QUALITY CONTROL PLAN

## PRUNING TYPES

### Pruning for Structure



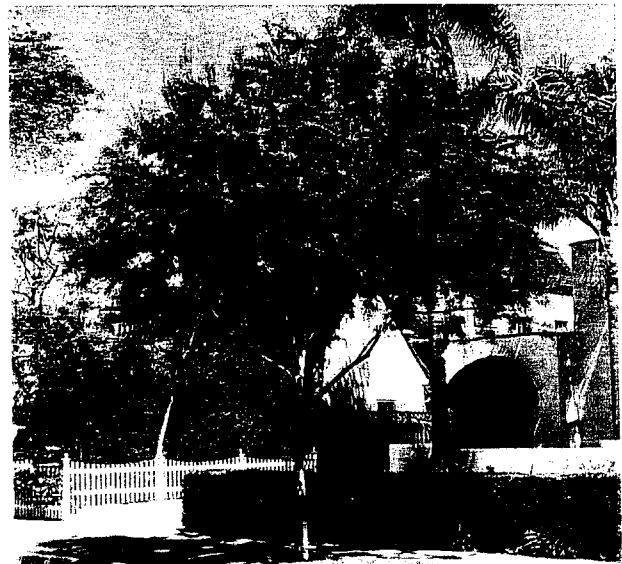
Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. Structural pruning is used on young and medium-aged trees to help engineer a sustainable trunk and branch arrangement. If young trees are pruned to promote good structure, they likely will remain serviceable in the landscape for more years than trees that have not been structurally pruned. Waiting until the tree grows larger make structural pruning much more difficult.

Four procedures should be considered when structural pruning young to medium-aged, large-maturing trees. The first procedure is to clean the canopy by removing dead, broken, diseased, and dying branches. The second procedure is to choose and develop a dominant leader. Multiple prunings over time usually are required to develop a dominant leader. Competing stems and branches are subordinated (reduced in length) or removed. Subordination usually is preferred over removal, especially if the problem stem or stems are larger than half the trunk diameter. Subordination may cause less trunk decay than removal. The offending stem(s) can always be removed later, if necessary.

The third procedure is to select and establish the lowest permanent scaffold limb if the tree is old enough. Establish the lowest permanent limb by shortening vigorous branches below it and any lower branches that grow up into the crown. The fourth procedure is to select and establish scaffold limbs by subordinating or removing competing stems or branches. Scaffold limbs are located above the lowest permanent limb and provide the base on which to build the permanent crown. Scaffold limbs should be free of serious defects such as included bark and cracks, should be among the largest on the tree, and should be appropriately spaced apart. Vertical spacing should be at least 18 inches for large-maturing trees and about 12 inches for smaller trees.

### Pruning to Clean

Cleaning is the selective removal of dead, diseased, detached, and broken branches. This type of pruning is done to reduce the risk of branches falling from the tree and to reduce the movement of decay, insects, and diseases from dead or dying branches into the rest of the tree. Cleaning is the preferred pruning type for mature trees because it does not remove live branches unnecessarily. Cleaning removes branches with cracks that may fail when the interior wood dries. The location of branches to remove should be specified if the entire crown is not going to be cleaned. The diameter of branches to be removed also should be specified. This usually is done by specifying the smallest branch to remove (for example, "clean branches 1 inch in diameter



# QUALITY CONTROL PLAN

## Pruning to Thin

Thinning is the selective removal of small live branches to reduce crown density. Because the majority of small branches are at the outside edge of the crown, thinning is focused in that area. Proper thinning retains crown shape and should provide an even distribution of foliage throughout the crown. Increased light and air stimulate and maintain interior foliage, which can encourage taper on scaffold branches. Thinning a limb should be considered if cabling will be performed. Thinning also can remove suckers from the base of the tree and some watersprouts on the interior.

Excessive branch removal on the lower two-thirds of a branch or (lion tailing) can have adverse effects on the tree and therefore is not an acceptable pruning practice. Lion tailing transfers weight to the ends of branches and may result in sunburned bark tissue, watersprouts, cracks in branches, reduced branch taper, increased load on branch unions, and weakened branch structure. Lion tailing also changes the dynamics of the limb and often results in excessive branch breakage.

If the entire crown will not be thinned, the areas to be thinned must be specified. The size range and percentage of foliage to be removed also must be specified-usually in the 10 to 15 percent range-but not exceed 25 percent of the crown, especially on mature trees. Most thinning removes branches  $\frac{1}{4}$  to 1 inch in diameter. If larger branches are removed, large gaps may be created in the crown, or water sprouts can result.



## Pruning to Raise (Elevate, Lift)



Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians, and equipment. Excessive removal of lower limbs can slow development of trunk taper, which can cause cracks or decay in the trunk, and transfers too much weight to the top of the tree. Mature trees could become stressed if large-diameter lower branches are removed. Clearance sometimes can be achieved by shortening some of the low branches rather than removing them to prevent these problems. Live crown ratio should be no less than 66 percent when raising is completed. Structural pruning should be considered along with raising.

When raising, the desired clearance should be specified. To differentiate between complete branch removal and shortening, specify the size range of the limbs to remove and their location (for example: raise 12 feet above the road by removing downward-growing branches 2 inches in diameter and smaller).

# QUALITY CONTROL PLAN

## Pruning to Reduce (Shape, Drop Crotch)

Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This type of pruning is done to minimize risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree. Portions of the crown, such as individual limbs, can be reduced to balance the canopy, provide clearance, or reduce likelihood of breakage on limbs with defects. Occasionally, the entire crown is reduced. Crown reduction should be accomplished with reduction cuts, not heading cuts.



Not all tree species can be reduced. Therefore, the specie and health should be considered before starting work. Old, stressed, or mature trees could decline or become more stressed as a result of this treatment. When a limb on a mature tree is cut back to a lateral, no more than one-fourth (25%) of its foliage should be removed. More can be removed on a young tree to accomplish particular objectives. More decay can enter the tree following reduction than following other pruning types.

The clearance distance or percentage size reduction should be specified. Because making many small cuts or just a few larger-diameter cuts can reduce a tree, it is important also to specify the size range of cuts. Reduction usually should be done on smaller-diameter branches.



## Pruning Palms

Palm pruning is the removal of fronds, flowers, fruit, stems, or loose petioles that may create a hazardous condition. Palms also may be pruned for aesthetic reasons to eliminate sprouts and stems or dead fronds and seedpods. Live, healthy fronds should not be removed. If they must be removed, however, avoid removing those that initiate at an angle of 45 degrees or greater above horizontal. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. Climbing spikes should not be used to climb palms for pruning.

## HOW MUCH TO PRUNE

Excessive branch removal depletes the tree's energy reserves stored in branches, stems, trunk and roots, and reduces the ability of the tree to photosynthesize more energy. There should be a good reason to remove more than twenty-five percent of the live crown in a single year. According to ANSI A300, not more than one-fourth of the foliage on a mature tree should be removed within one growing season. In addition, upon completion of pruning a mature tree, one-half of the foliage should remain evenly distributed in the lower two-thirds of the crown and individual limbs. Many trees generate adventitious sprouts in response to overpruning as they attempt to replace the stored energy. Live branch pruning is an essential ingredient to forming good structure, so it is a necessary procedure in an urban tree care program.



# CORPORATE CAPABILITIES

## ASSEMBLY BILL 939 (AB939)

The management of solid waste has become a major issue in California and throughout the country. Not only are we producing an increasing amount of solid waste each year, but we are running out of places to put it. Because of the concern about water and air pollution associated with landfills, the opportunities to develop additional disposal capacity are limited.

To address these issues, the Governor of California signed into law on September 29, 1989, Assembly Bill 939 (AB 939). The law fundamentally restructured the state's approach to solid waste management. AB 939 established an integrated waste management hierarchy in the following order of importance:

- Source reduction
- Recycling and composting
- Environmentally safe transformation and land disposal of solid wastes

AB 939 requires that each California county and incorporated city prepare a Source Reduction and Recycling Elements (SRRE) report which shows how they will meet solid waste diversion goals of 50 percent by the year 2000 and beyond.

West Coast Arborists, Inc., offers a multitude of waste diversion opportunities to cities including mulch, compost, firewood and logs to lumber. In an effort to provide cities with valued information pursuant to AB 939 requirements, we provide immediate reporting capabilities through ArborAccess at no additional cost.

## SAMPLE RECYCLING REPORT

City of Beverly Hills				Green Waste Recycling Report		
From 7/1/2010 to 11/9/2010				Job # All		
Date	Job #	Truck	Recycling Site	Material	Weight in Tons	Amount
07/01/10	16437	R18	LOPEZ CANYON LANDFILL	MIXED	7.78	\$46.68
07/01/10	16437	A146	WCA BEVERLY HILLS YARD	CHIP	1.00	\$10.00
07/02/10	16437	R18	LOPEZ CANYON LANDFILL	BRUSH	4.48	\$26.88
07/06/10	16437	R34	VAN NORMAN - LA STREET TREE RECYCLE	BRUSH	7.60	\$0.00
07/06/10	16437	A146	WCA BEVERLY HILLS YARD	CHIP	1.00	\$10.00
07/07/10	16437	R34	CVT RECYCLING	PALM	5.56	\$83.40
07/07/10	16437	R18	VAN NORMAN - LA STREET TREE RECYCLE	BRUSH	5.39	\$0.00
07/07/10	16437	A146	WCA BEVERLY HILLS YARD	CHIP	1.00	\$10.00
07/07/10	16437	A146	WCA BEVERLY HILLS YARD	CHIP	1.00	\$10.00
07/08/10	16437	R18	CVT RECYCLING	PALM	6.65	\$139.65
07/08/10	16437	R18	VAN NORMAN - LA STREET TREE RECYCLE	MIXED	9.45	\$0.00
07/08/10	16437	A146	WCA BEVERLY HILLS YARD	CHIP	1.00	\$10.00
07/09/10	16437	R18	CVT RECYCLING	PALM	7.00	\$147.00
07/09/10	16437	A146	WCA BEVERLY HILLS YARD	CHIP	1.00	\$10.00
07/12/10	16437	R18	CVT RECYCLING	PALM	8.01	\$168.21
07/12/10	16437	A146	WCA BEVERLY HILLS YARD	CHIP	1.00	\$10.00

# CORPORATE CAPABILITIES

## RECYCLING PROGRAM

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, West Coast Arborists, Inc. has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by West Coast Arborists, Inc. via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

### RECYCLED PRODUCTS:

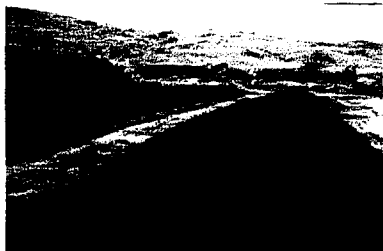
#### M U L C H

Mulch is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by West Coast Arborists and used in large scale mulching projects for establishing native plants in open space areas.



#### COMPOST

Compost is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.



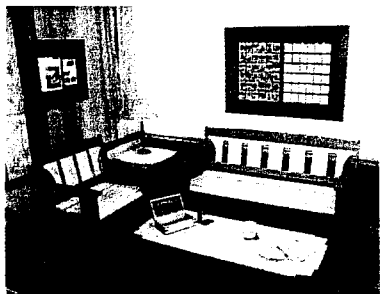
#### FIREWOOD

Firewood is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. West Coast Arborists takes logs to a yard in Irvine where a firewood retailer splits and resells the firewood to local residents.



#### LOGS TO LUMBER

Currently West Coast Arborists is looking for new and better ideas for the use of tree logs. An old idea with a new approach is converting city trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests. WCA has demonstrated its wood, hand-crafting ability by offering sturdy and beautiful wooden benches for city use, exemplifying our commitment to the environment.



# ACCEPTANCE OF CONDITIONS

## AFFIRMATIVE STATEMENT OF COMPLIANCE

If awarded a contract to manage the City's Urban Forest, West Coast Arborists, Inc., agrees to indemnify, hold harmless and defend the City, City Council and each member thereof, and every officer, employee and agent of the City, from any liability or financial loss (including but without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the Contractor or any person employed by West Coast Arborists, Inc. will for the entire term of tis contract carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, Comprehensive Vehicle Liability Insurance, and Worker's Compensation Insurance with the minimum limits set forth by the City.



# SCHEDULING WORK

## PROJECT WORK FORCE



- WCA is a professional organization and employ only the highest standard of tree care professionals.

- All employees will comply with any applicable laws of the State, County, City and/or political subdivision of such state without limitations while under contract.

- WCA does not discriminate against employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, or physical handicap.

- Equal opportunity will be extended to all persons in all aspects of the employer-employee relationship, including but not limited to hiring, transfer, promotion, training, compensation, layoff, recall or termination.

- Employment decisions comply with all applicable laws prohibiting discrimination and comply with Title VII of the Civil Rights Act of 1992 and all federal, state and municipal laws

pertaining thereto.

- Any employee who is found to be incompetent, troublesome, disorderly or otherwise objectionable, or who fails or refuse to perform work properly and acceptable, will immediately be removed from working on this project.

## HOURS OF WORK AND OPERATION

All regular tree care will be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. In accordance with the City's specifications, we are prepared to perform work during the weekend and evenings. With our large number of employees, we are able to create special weekend teams and night teams that are accustomed to performing during those shifts. Oftentimes these special shifts help to alleviate traffic and pedestrian congestion that may otherwise occur during normal business hours.

## SCHEDULING OF WORK

The project shall conform to the City's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. West Coast Arborists, Inc. will notify the City of any changes in the start date of each tree maintenance operation at least 24 hours in advance, weather permitting. Our company tracks lists according to work type and prioritizes accordingly. West Coast Arborists, Inc. will provide door hangers that explain the tree maintenance process (acceptable to the City) and distribute the notifications to citizens prior to the start of pruning operations in said area. Work shall be conducted in a cooperative manner as to cause the least amount of possible interference with or annoyance to others. Service request pruning is done on an "as needed" basis and is performed to rectify and immediate problem, a full trim will be completed during the grid pruning cycle. The Area Manager is responsible for scheduling the work, a detailed workflow process is shown on the following page, outlining how work is processed and scheduled.

# SCHEDULING WORK

## COMMUNICATION SYSTEMS

- WCA uses a technologically modern and reliable communications system
- NEXTEL® Digital Radio/Blackberry® email and Internet issued to Area Managers and management team
- NEXTEL® Digital Radio issued to Foremen for maintaining communication with the City and WCA office
- Unlimited access to voicemail message boxes that immediately page the NEXTEL® Digital Phone Systems

## PERMITS AND LICENSING

West Coast Arborists, Inc. will procure a City Business License and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the agency.

## RIGHT-OF-WAY

All work will be performed in the public right-of-way. West Coast Arborists, Inc. employees will not utilize private property for eating, coffee breaks or any other reason or use water or electricity from such property without prior written permission of owner.

## COOPERATION AND COLLATERAL WORK

West Coast Arborists, Inc. will give right to operate within the project area to the City workers and contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

## PROJECT SITE MAINTENANCE

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

## PROTECTION OF PUBLIC AND PRIVATE PROPERTY

West Coast Arborists, Inc. will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference or annoyance to the public.

## PUBLIC CONVENIENCE AND SAFETY

West Coast Arborists, Inc. will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the City. All work will cease by 5:00 pm or as directed by the City. Emergency services will be excluded from these time restraints.

## TRAFFIC CONTROL

West Coast Arborists, Inc. will set up all traffic control procedures in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H.) and State of California Manual of Traffic Controls as well as the City Traffic and Safety Operating Rules. During the progression of work, WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the City will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations



# SCHEDULING WORK

## PUBLIC NOTIFICATION

Prior to commencement of grid pruning, WCA will prepare a sample door hanger notice and present it to City staff for approval. Upon approval, we will have the pruning door hangers printed and post them within twenty-four (24) hours prior to the commencement of work, or as directed by the City. Tree planting door hangers will be hung after the tree has been planted. When requiring a response pertaining to tree planting, we will send a letter along with a return postcard to the resident and respectfully request their input. The City should notify WCA if they would like a mailer sent. We will print all notices (and photos for tree planting operations) and distribute them to the residents utilizing a mail addressing software program. Each notice will be sent utilizing City letterhead and envelopes. For special projects and/or routine maintenance, we can also submit a press release to the community newspaper for a more comprehensive outreach. We understand the City may modify the procedure to which to notify residents.

## SAMPLE NOTICES



### CITY OF DIAMOND BAR TREE MAINTENANCE NOTICE

The City of Diamond Bar has awarded the pruning of parkway trees to West Coast Arborists, a private contractor. The contractor will be pruning trees in front of your property within the next couple of days. Between the hours of 7:00 am and 5:00 pm there will be No Parking Signs posted due to the danger of falling limbs. Please do not park on the street until after the trees have been pruned and the area cleaned. Additionally, due to the hazard of falling limbs, we ask that you clear your front yard of cars, furniture and other valuables (especially children) during the pruning operation. Your cooperation is very much appreciated. If you should have any questions or concerns regarding this matter, feel free to call: Bob Rose, Director, Parks and Recreation Department, City of Diamond Bar, (909)839-7360, or West Coast Arborists, Inc. at (800)521-3714.



Pruning operations in Garden Grove

# SCHEDULING WORK

## CONSULTING ARBORIST/INSPECTION

The need for special reporting is increasing. We have a full-time Consulting Arborist on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

## EMPLOYEE TRAINING PROGRAM

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.



## SAFETY PROGRAM



Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts. We have a full time Safety Trainer that is professionally trained in the field of horticulture. He brings several years experience to the company as well as expertise in training new and existing employees. He administers I.S.A. certification training, in-house crew leader training programs, and new hire orientation training.

## SAFETY TRAINING

- **Bi-weekly Tailgate Safety Meetings** - for each crew.
- **Safety Team** - a ten person committee that reviews and discusses safety procedures, problems and incentives.
- **Injury & Illness Prevention Program** - integral to overall safety program.
- **On the Job Training Programs** - New employees are assigned a "buddy" with experience to assist them.
- **Training with Video** - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association.
- **Leadership Training Programs** - Continued training and study, utilizing the Crew Leader Home Study Program, available through Tree Care Industry Association.
- **Certification Training** - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.
- **Safety Incentive Programs** -
  - Safety Bonus Program rewards employees on a company-wide, quarterly basis for time without accidents.
  - Christmas Bonus Program enables employees to earn credit for safe operations throughout the year.
  - Crew lunches are provided for work-groups with outstanding safety practices and records.
  - Safety Lottery is held monthly which recognizes individuals with outstanding safety records.

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

For services rendered pursuant to this Agreement, Contractor shall be compensated as set forth herein, for FY 2011/12, the amount of \$343,128.00, payable as invoiced for services rendered pursuant to the per tree rates set forth in the Proposal under the heading "Cost of Services", attached hereto and incorporated herein.

Notwithstanding anything herein to the contrary, effective July 1, 2012 and on each July 1 thereafter, the compensation paid to the Contractor shall be adjusted annually to rates that are based upon changes in the Consumer Price Index (CPI), All Urban Consumers, for Los Angeles-Anaheim-Riverside area, as published by the United States Department of Labor, Bureau of Labor Statistics.



# COSTS FOR SERVICES

9	per tree Date palm, any size	<u>\$90.00</u>
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## REMOVALS

10	per inch diameter Complete tree and stump	<u>\$14.00</u>
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11	per inch Stump removal only	<u>\$4.00</u>
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## PLANTING\*

12	per tree 15 gallon tree	<u>\$40.00</u>
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13	per tree 24 inch box tree	<u>\$80.00</u>
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14	per tree 36 inch box tree	<u>\$150.00</u>
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15	per tree 48 inch box tree	<u>\$150.00</u>
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\*City to furnish trees and planting materials

## WATERING

16	per day watering of planted trees	<u>\$200.00</u>
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## ROOT PRUNING

17	per linear foot	<u>\$10.00</u>
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## CREW RENTAL

18	per hour 3 people, aerial unit, dump truck & chipper (Day Call Out)	<u>\$144.00</u>
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# COSTS FOR SERVICES

## XVI. TREE PRICE SCHEDULE

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

ITEM NO.	UNIT DESCRIPTION	UNIT PRICE IN FIGURES
<u>STREET TREE</u> <u>TRIMMING</u>		
1	per tree small variety, 0-6" dbh	<u>\$15.00</u>
2	per tree medium variety, 7-16" dbh	<u>\$25.00</u>
3	per tree large variety, over 16" dbh	<u>\$35.00</u>
<u>STREET TREE</u> <u>AESTHETIC</u> <u>TRIMMING</u>		
4	per tree small variety, 0-6" dbh	<u>\$25.00</u>
5	per tree medium variety, 7-16" dbh	<u>\$55.00</u>
6	per tree large variety, over 16" dbh	<u>\$75.00</u>
<u>PALM TREE TRIM</u>		
7	per tree Coco palm any size	<u>\$20.00</u>
8	Per tree Washingtonia specie any size	<u>\$40.00</u>

# COSTS FOR SERVICES

19	per hour Emergency Work (Night and weekend Call Out)	\$210.00
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## ALLEY CLEARING

20	Lump Sum /Per Day Trim brush and weeds in alleys/easements Per Man	\$320.00
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**EXHIBIT "C"**  
**CITY ZONE MAP**  
**TREE ZONES 1 THROUGH 21**



# EXHIBIT C

