Council Meeting of
August 23, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Authorize agreement amendment and appropriate funds to provide tree maintenance services within the city. Expenditure: $460,000

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1) Authorize a 24-month extension option to the agreement with West Coast Arborists (C2008-179) in the amount of $460,000, for a new total not to exceed $940,000, to furnish all labor, materials, and equipment required for tree and/or stump removal, tree planting and tree trimming within the city on an as requested basis; and
2) Appropriate $10,000 from capital project T-43/44 (Torrance Blvd) to this agreement.

Funding

Funding is available in the Public Works Department and Community Services Department 2011/12 Operating Budget and it is anticipated that like funds will be available in the 2012/13 Operating Budget.

BACKGROUND/ANALYSIS

The Streetscape Division of the Public Works Department utilizes a tree service contractor on an as-requested basis for removing larger trees in the city, replanting replacement trees, including 24" box trees, and to supplement the City's trimming needs, especially for trees over 80', as the contractor is better equipped for these tasks.

On September 9, 2008 City Council approved a three-year Agreement with WCA, with the option to extend the period of the Agreement for one additional 12 or 24 month term. The City has requested the renewal option, and WCA has agreed to the City's request for a 24 month renewal option with pricing, terms and conditions unchanged. These prices, terms and conditions remain competitive in today's market.

In addition to the Streetscape Division, West Coast Arborists will also provide tree trimming and removals to the Park Services Division of the Community Services Department and also provide tree service for capital projects as needed.

West Coast Arborists will continue to update the Arbor Access software, which tracks tree inventory of all City owned trees. This process assists the City in elimination of dual-inputting and helps keep the tree inventory current. The state-of-the-art technology provides a valuable management tool to assist the city with tree maintenance and work history and will
be linked directly to the City's Master Street Tree Plan when implemented.

The funding per year of this two year contract extension is Streetscape $160,000, Park Services $65,000 and Capital Projects $10,000 (funded the first year).

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By: Judy Emerson
Streetscape Manager

CONCUR:

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachment: A. First Amendment to Agreement C2008-179
B. WCA letter
C. Contract Services Agreement C2008-179

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of _____, 2011, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and West Coast Arborist, Inc. a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on September 14, 2008 whereby CONTRACTOR agreed to furnish all labor, materials and equipment required for tree and/or stump removal, tree planting and tree trimming on an "as needed basis" at various locations throughout the City of Torrance for a period of three (3) years.

B. The CITY and CONTRACTOR now wish to exercise the renewal option for an additional two years. The CITY wishes to increase the not to exceed amount an additional $460,000 for the fourth and fifth year of the Agreement for a new not-to-exceed amount of $940,000.

C. The CONTRACTOR has agreed to furnish all labor, materials and equipment required for tree and/or stump removal, tree planting and tree trimming on an "as needed basis" at City Parks throughout the City of Torrance for a not-to-exceed of $65,000 per year.

D. The CONTRACTOR has agreed to furnish all labor, materials and equipment required for tree and/or stump removal, tree planting and tree trimming on an "as needed basis" for Public Works Capital Projects for a not-to-exceed of $5,000 per year.

AGREEMENT:

1. Paragraph 2 entitled TERM is amended to read in its entirety as follows:

   "2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this agreement will continue in full force and effect from the Effective Date through September 13, 2013."

2. Paragraph 3A entitled CONTRACTOR's Fee is amended to read in its entirety as follows:

"**3. <u>COMPENSATION</u>**

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services contemplated by this Agreement, exceed the sum of $940,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. Paragraph 7 entitled CITY REPRESENTATIVE is amended to read in its entirety as follows:

"**7. <u>CITY REPRESENTATIVE</u>**

Judy Emerson and Robert Carson are each designated as the "City Representative" for this Agreement. Robert Carson will be the City Representative for Park Services. Judy Emerson will be the City Representative for all other matters. The City Representative is authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to the CONTRACTOR."

4. The parties executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR 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 the CONTRACTOR is bound.

5. In all other respects, the Agreement dated September 14, 2008 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto, Mayor

WEST COAST ARBORIST, INC.
a California Corporation

By: _____
Patrick Mahoney
President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

John L. FELLOWS III
City Attorney

By:_____

ATTACHMENT B

Tree Care Professionals Serving Communities Who Care About Trees www.WCAINC.com

May 31, 2011

City of Torrance
ATTN: Judy Emerson, Streetscape Supervisor
3031 Torrance Blvd.
Torrance, CA 90503

RE: Tree Maintenance Agreement

Dear Ms. Emerson,

During the last three years West Coast Arborists, Inc. (WCA) and the City of Torrance have forged a very productive and cohesive working relationship. Together our organizations have endured both good and bad times with the ever fluctuating economy of our state and country. Despite current economic trends; the integrity, health and preservation of Torrance's urban forest remains our common goal.

As we approach the end of the initial contract term, we would like to express our interest in continuing the contract for two additional years. Recognizing that public agencies, including the City of Torrance, remain challenged by substantial reductions in revenue and increased operating costs, we propose to hold the price the same for the entire term until June 30, 2013. By not increasing the price, we can help to ease the current financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

As part of a contract extension, WCA offers at no cost to the City the following:

- Access to our web-based tree inventory customer service database (called ArborAccess) to track resident calls, create tree maintenance work orders, and provide up-to-date information to residents. (Valued at $2,400 per year)
- Unlimited software support including training during the entire length of the contract including free support services via office visits, email and workshops. (Valued at $2,400 per year)
- Provide tree maintenance services to other City departments at the same contract rates.

We appreciate your consideration in this matter and look forward to continuing a successful business relationship with the City of Torrance. 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

ATTACHMENT C

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of September 14, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and West Coast Arborist, , A California Corporation ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish tree maintenance service at various locations throughout the City of Torrance and to provide the City with a tree inventory database of all City owned trees for a period of three years.

B. CONTRACTOR represents that it is qualified to perform those services.

C. CITY is entering into this Agreement as part of a cooperative purchase with the City of Agoura Hills.

C2008-179

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through September 13, 2011.

The City may, at its option and with the approval of the Contractor, extend the period of the Agreement for one additional 12 or 24 month term. The Contractor shall be notified in writing of the City's intention to extend the contract period at least 60 days prior to the expiration of the Agreement.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $480,000 ("Agreement Sum"), unless otherwise first

COPY

approved in writing by CITY. In the event the CITY exercises an option for an additional term, then the costs may be increased or decreased by an amount not exceed the net change in the California Consumer Price Index (CCPI) promulgated by the California Department of Industrial Relations between the Effective Date and the month prior to the commencement of the new term.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. <u>FORCE MAJEURE</u>

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile

governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and 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 obligations 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 exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Streetscape Manager is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Patrick Mahoney

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) 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 services 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 set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be

caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any

program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	West Coast Arborist 2200 E. Via Burton St. Anaheim, Ca 92806 Fax: (714) 956-3745
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

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

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR 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 the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Frank Scotto, Mayor

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:

West Coast Arborist
A California Corporation

By:
Patrick Mahoney
President

Attachments: Exhibit A Scope of Services
Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT "A"
SCOPE OF WORK

WORK IDENTIFICATION: Tree Maintenance and Inventory Services in the City of Torrance

ARTICLE NO.		PAGE NO.
1.	Definitions	13
	1.1 General Construction	13
	1.2 Terms Defined	13
2.	Work and Material Requirements	14
	2.1 Use of Premises	14
	2.2 Warranty	15
	2.3 Liens	15
	2.4 Manufactures Recommendations	15
	2.5 Certificates of Compliance	15
3.	Commencement of Work	15
	3.3 Starting of Contract Time	15
4.	Subcontracting	16
	4.1 Subcontractors Bound by Contract	16
	4.2 City Consent to Subcontractors	16
5.	Contractor's Responsibilities	16
	5.1 Contractor's Responsibilities	16
6.	Authority of the Streetscape Manager	16
	6.1 General Authority	16
	6.2 Interpretation of drawings and Specifications	17
	6.3 Inspections	17
	6.4 Disputes pertaining to Payments for Work	17
	6.5 Traffic Requirements	17
	6.6 Public Notification	18
	6.7 Deductions for Uncorrected Work	18
	6.8 Certificate as to Compliance with Certain Regulations	18
7.	Assignment of Rights	19
	7.1 Assignment to City	19
	7.2 Agreement to Assign	20
8	Prohibited Interests	20
9.	Maintenance Standards and Specifications	20

GENERAL CONDITIONS/SPECIFICATIONS

1. Definitions

1.1 General Construction

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

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

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

1.2 Terms Defined

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

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

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

City: the City of Torrance, County of Los Angeles.

City Clerk: The City Clerk of City.

City Council: The City Council of City.

Streetscape Manager: The Streetscape Manager of the City or his/her duly authorized designee, agents, representatives or inspectors.

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

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

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

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

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

Subcontractor: Any Subcontractor under Contractor.

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

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

2. Work and Material Requirements

2.1 Use of Premises

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

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

2.2 Warranty

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

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

(c) In the event Contractor fails to commence corrective maintenance work within ten (10) days after being in writing to do so by the Streetscape Manager and prosecute the corrective maintenance work to timely completion, City may proceed to have defects corrected and made good at the expense of Contractor who shall pay cost and charges therefore immediately on demand.

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

such corrective work. Such action by City will not relieve Contractor of the warranties and guaranties provided in the Section or elsewhere in the contract.

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

2.3 Liens

No materials, supplies, tools or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all materials installed or incorporated in the work by the Contractor or any subcontractor and agrees completion of all work to deliver premises, together with all improvements and appurtenance constructed or placed thereon by him or her, to City free from any claim, liens, or charges. Contractor further agrees the he nor any person, firm, or corporation furnishing any materials, supplies, tools, equipment or labor for any work covered by this contract shall have any right to lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this article, however shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or and rights under any law permitting such persons to look to funds due Contractor in the hands of City, and this provision shall be inserted in all subcontracts and material contracts when no formal contract is entered into for such material.

2.4 Manufacture's Recommendations

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

2.5 Certificates of Compliance

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

3. Commencement of Work

3.1 Starting of Contract Time

As soon as practicable after the contract has been executed by both parties, a Notice to Proceed will be issued by City stating the starting date of the contract time will be

30 calendar days after the Notice to Proceed is issued, unless otherwise proved in the special conditions.

4. Subcontracting

4.1 Subcontractors Bound By Contract:

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

4.2 City Consent to Subcontractors

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

5. Contractor's Responsibilities

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

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

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

6. Authority of the Streetscape Manager

6.1 General Authority

The Streetscape Manager shall decide any and all questions which may arise as to the quality or acceptability of materials and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the drawings and specifications, and all questions as to the acceptance fulfillment of the contract on the part of Contractor,

and as to compensation. His/her decisions shall be final and it shall have authority to enforce and make effective decisions and orders.

6.2 Interpretation of Drawings and Specifications

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

6.3 Inspection

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

(b) All work shall be under observation of the Streetscape Manager. He/she shall have free access to any or all parts at any time. Contractor shall furnish the Streetscape Manager reasonable facilities for obtaining such information as may be necessary to keep him/her fully informed respecting progress and manner of and character or materials. Inspection of work shall not relieve Contractor from any obligation under the contract. The Streetscape Manager shall have authority to stop work whenever provisions of Contract Documents are not being complied with and Contractor shall instruct its employees and any subcontractor accordingly.

6.4 Disputes Pertaining to Payment of Work

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

6.5. Traffic Requirements

Street Closures, Detours and Barricades

a) All costs involving street closures, detours, delineators and barricades shall be paid by the Contractor.

b) The Contractor shall notify the following City departments at least two (2) working days before closing or partially closing any street or alley:

Public Works Department . ..... (310) 781-6900
Torrance Police Department . . . . . (310) 328-3456
Torrance Fire Department . . . . . (310) 781-7040

The Contractor shall notify Underground Service Alert at (800) 422-4133 at least three (3) working days in advance of starting any work involving underground utilities.

c) Immediately upon completion of work and opening or reopening of any street or alley, the three (3) parties above shall be notified.

d) The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (Watch Manual). Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Streetscape Manager.

e) The Contractor is responsible to post "Temporary No Parking" signs at least 48 hours (two work days) in advance of the first date of enforcement. Each sign must include company name (WCA), the beginning and end dates and the hours in effect (if not 24 hours/day), if applicable "Tow-Away" and "City of Torrance" must be written on sign face.

6.6 Public Notification:

At least three (3) days prior to starting work in any location, the Contractor shall provide written notices to all homeowners and residents who will be impacted by his work.

Any notice to be distributed by the Contractor to the adjacent residents and/or property owners must be approved by the City in advance. Contractor must provide a copy of the notice at least one week (5 working days) prior to the proposed or required date of distribution

6.7 Deduction for Uncorrected Work

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

6.8 Certificate as to Compliance with Certain Regulations

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

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

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

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

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

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

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

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

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

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

7. Assignment of Rights

7.1 Assignment to City

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

7.2 Agreement to Assign

In subletting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest

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

8. Prohibited Interests

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

9. MAINTENANCE STANDARDS AND SPECIFICATIONS

A) **Tree Pruning**

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, crown thinning, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access and require the need for specialty equipment (Le., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

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

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

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

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

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

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

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

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

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

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

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

B. PALM TREE PRUNING

Palm tree trimming shall consist of the removal of all dead fronds, dead fronds sheaths, fruit clusters and other vegetation from the trunks of all palms. Live remaining healthy fronds are to be left at an upward 30 degree angle in relation to a horizontal plane at the head of the palm. Only the full green undamaged fronds shall remain at the crown of the tree. The Contractor shall be required to remove and dispose of any fallen or hanging fronds for a period of 30 days after completion of the original trim.

C. CLEARANCE PRUNE

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

D. TREE ONLY REMOVAL

City prepares list of trees to be removed, marks trees in red paint, notifies the homeowners and submits the list to the Contractor. Contractor prepares internal work order. Crew removes tree and hauls debris. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates

E. STUMP ONLY REMOVAL

City prepares list of the stumps to be removed, marks stumps in red paint, notifies homeowners and submits the list to he Contractor. Contractor calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All

holes will be backfilled, as well as all debris cleaned up and hauled off on the same day the stump removal is completed.

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

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

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

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

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

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

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

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

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

9) The Contractor may, upon request of the homeowner at the site, leave fireplace sized logs for the homeowner's own use.

F. TREE PLANTI NG

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

1) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit the Contractor shall examine the root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

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

3) Tree shall be placed in the planting pit with its original growing Jewel (the trunk flare) at the same height of the surrounding finished grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well" the root ball shall be three (3) inches below the level of the finished surface of the concrete.

4) Backfill material should be no more than 10% commercial soil amendment mixed with the native soil. Fertilizer tablets shall be placed in the corners of bottom of the hole. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is placed in the hole. Soils shall not be compacted by tamping it down by foot.

5) Trees that are planted in parkways shall have a 4-6 inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

6) All trees shall be staked with two (2) wooden lodge poles connected together by two (2) ties per pole. All lodge poles shall be upright and straight. The minimum size of the lodge poles shall be 10-foot long, with 1 1/2 inch diameter. The tree ties shall be placed at 1/3 and 2/3 of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately 24 30 inches below grade.

7) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, Contractor will install a mechanical barrier. The barrier shall be a minimum of 24 inches in depth and placed in a circular fashion one (1) foot from the tree's root system. Root barriers shall be included in the unit price of the tree.

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

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

10) Plant 20 feet minimum from edge of approach.

11) Plant 20 feet minimum from street light standards, power lines and fire hydrants.

12) Plant 15 feet from house walks and utility meters.

13) Center the tree between the sidewalks and curb.

14) Where there is no parkway, plant tree in the center of the public right-of-way.

15) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

16) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI A60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

G. CREW RENTAL

The standard crew is three men, one (1) chipper truck, one (1) chipper, one (1) aerial tower and all necessary hand tools. The crew equipment can be modified to trim specific trees requiring immediate attention prior to their scheduled trim.

H. EMERGENCY CREW RENTAL

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

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

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

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

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

I. TREE WATERING

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

J. SCHEDULE OF WORK AND HOURS OF OPERATION

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

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

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

K. CLEAN UP

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

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

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

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

L. DISPOSAL OF MATERIALS

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

M. INVOICES

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

N. INSPECTION

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

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

O. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1) The City may modify these specifications with the joint approval of the Contractor and the Streetscape Manager, all modifications shall be in writing.

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

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

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

P. TREE INVENTORY

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

Q. TREE INVENTORY PROGRAM

The contractor will proved the City of Torrance with access to an internet based, record keeping system that allows the City to maintain, retrieve and manipulate information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory program is an on-line database program, which the data can be incorporated into the City's maintenance management tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, services requests, summary reports and pictures of City tree species. The tree inventory program allows for batch update of work histories. The Contractor shall provide unlimited training to support the program for the entire term of the contract while under contract for maintenance services. Provide the City with recommendations for tree species, recommended planting locations and removals. Attributes to be collected by field personnel may include Address, Street, Facilities, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size & type. Provide the City with various tree inventory report capabilities to accommodate the City's needs.

R. GPS INVENTORY

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

S. REPORTS

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

T. EXPERIENCE

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer inventory program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to the City's needs. The user-friendly program should allow users to generate a variety of reports quickly.

U. SCOPE OF WORK

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

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

Prior to Commencement of Work

1. Conduct a pre-job meeting with the City to discuss the City's criteria regards to all tree attributes to be collected, scheduling and location of fieldwork.

2. The City will be divided into grids of districts for more efficient management of data collection. For the purpose of completing the City's tree inventory, the City shall try to provide copies of the following:

a. City Maps with Street Legend

b. Easement Maps
c. Grid Maps
d. Street Tree Master Plan with Tree Palette
e. Tree Ordinance
f. Additional information pertaining to City Trees
h. Information pertaining to City's GIS system
i. Street listing on diskette in database or ASCI format

Inventory data Collection

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

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

3. Provide the City with Global Positioning System (GPS) coordinates for each tree inventoried. Coordinate System to be used is NAD83 California State Plane Zone V (feet). The information collected can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the tree by their global coordinates of longitude and latitude.

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

5. At the end of the project, the City will receive a complete listing of all site inventoried, both in hard copy and visible within the software program, which will enable the City to connect the inventory to the GIS program and create various frequency Reports. The city will receive a full GIs lay containing all tree locations and their attributes. They will subsequently receive periodic updates to the GIS layer. The delivered GIS layer shall be in either ESRI shapefile or ESRI database export format. The exact format details to be agreed at project kick off.

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

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

V. COMPUTER SOFTWARE CAPABILITIES

1. The software will have the capability of producing reports that can be exported to Microsoft Excel for graphic output for the purpose of displaying the data.

2. It is capable of linking to ArcView GIS version 3.2 with automatic data export.

3. The software can also link to separate databases containing work history, work requests, etc.

4. It can manage an unlimited number of records and has the capability of adding additional tree sites should the City desire to input them.

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

W. TREE INVENTORY & SCHEDULE

1. Data will be post-processed to establish sub-meter accuracy of points (only if GPS).

2. Tree inventory will be installed into a web-based program for long-term management of the Urban Forest. The inventory program can be linked with the City's ArcView system for GIS capabilities.

3. Provide that City with Global Positioning Satellite (GPS) coordinates for each City tree inventoried. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their X,Y coordinates in the City specified coordinate system, within one (1) meter. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City.

4. Provide monthly progress reports in the form of shp, or geo-database export files. The City will be able to review the data collected and the dot plotted on the maps.

X. TECHNICAL SUPPORT AND MAINTENANCE

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

Y. COMPUTER SOFTWARE SYSTEM

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

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

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

1. GRID OR ANNUAL TREE TRIMMING
A systematic trimming program composed of existing grid or predesigned districts that are trimmed in their entirety on a set schedule. Trees in a grid will include all large, medium and small trees. All trimming Is in accordance with the standards established the international Society of Arboriculture, American National Standards Institute and the City.

UNIT	UNIT PRICE
Per tree	$ 55.00

2. FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS
Trees requiring service prior to their regularly scheduled grid or annual to rectify a problem such as blocking street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request"

Size	Unit	Unit Price
0-6"dbh	per tree	$100.00
7"-16"dbh	per tree	$100.00
17"-24"dbh	per tree	$100.00
25"-36"dbh	per tree	$100.00
37" dbh & over	per tree	$100.00

3. PALM TREE TRIMMING

	Unit	Unit Price
Coco Palm, any size	per tree	$29.00
Washingtonia Palm, any size	per tree	$55.00
Canary island Date Palm, any size	per tree	$155.00

4. TREE REMOVAL

	Unit	Unit Price
Complete tree and stump removal	per dbh	$19.00
Tree removal only	per dbh	$16.00
Stump only removal	per dbh	$ 9.00

5. TREE PLANTING

	Unit	Unit Price
15 gallon tree with root barrier	per tree	$125.00
15 gallon tree root barrier	per tree	$ 95.00
24 inch box tree	per tree	$225.00
24 inch box tree without root barrier	per tree	$195.00

6. **TREE WATERING**

Unit	Per day	Unit price
per tree	$400.00	$ 5.00

7. **CREW RENTAL** Per man hour $ 55.00

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

8. **CREW RENTAL** (overtime) Per man hour $ 55.00

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

9. **EQUIPMENT RATES**

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

10. **MATERIAL AT COST PLUS** 15%

11. **ARBORIST SERVICES** Per hour $ 55.00
Arborist services provided by the hour as prescribed per the Special Provisions of these Specifications.

12. **EMERGENCY CREW RENTAL** Per hour/MAN $ 90.00

13. **TREE MASTER PLAN** Lump Sum $5,000.00

GPS TREE INVENTORY/SURVEY: PER TREE SITE $- 0

From: Jackson, LeRoy
Sent: Thursday, June 30, 2011 7:40 AM
To: Emerson, Judy
Subject: RE: Exercise contract extension option for West Coast Arborist for two additional years - need concurrence

concur -- ljj

From: Emerson, Judy
Sent: Tuesday, June 28, 2011 3:07 PM
To: Jackson, LeRoy
Subject: FW: Exercise contract extension option for West Coast Arborist for two additional years - need concurrence

Good Afternoon Leroy
Our current three year tree maintenance contract with WCA expires in August. I would like to exercise the option to renew with them for the additional two years. The attached letter indicates that they would hold the same price the entire term until June 2013. They also are willing to provide those same contract rates to other city departments including Park Services. I need your concurrence to move forward.
Thank you
Judy