

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)
West Coast Arborists, Inc.**

Annual Citywide Tree Maintenance Service

This Amendment No. 3 to Agreement for Contractor Services ("Amendment No. 3") is made and entered into as of June 27, 2017 by and between the City of Lake Elsinore, a municipal corporation ("City"), and West Coast Arborists, Inc., a California corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of June 23, 2015 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount not to exceed \$85,000 for the term ending June 30, 2016. The Original Agreement allows the City to extend the term on a 12-month basis, not to exceed four (4) additional 12-month renewals.

C. Amendment No.1 extended the contract an additional 12-month term for tree trimming and maintenance services, and increased the agreement to \$115,000 for those services.

D. Amendment No.2 increased the funding by \$300,000 to purchase and plant new trees for the upgrading of the landscape throughout the City in Fiscal Year 2016/2017.

E. The parties now desire to extend the term and increase the payment for Citywide Tree Maintenance Service as set forth in this Amendment No. 3.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 2, subpart C, Term, is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 3 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2017 and ending on June 30, 2018. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed one (1) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

2. Section 3, Compensation, is hereby amended to add the following:

In no event shall Contractor's compensation exceed One Hundred and Fifty Thousand Dollars (\$150,000) for Fiscal Year 2017/2018 without additional written authorization from the City.

2. Section 3, Compensation, is hereby amended to add the following:


In no event shall Contractor's compensation exceed One Hundred and Fifty Thousand Dollars (\$150,000) for Fiscal Year 2017/2018 without additional written authorization from the City.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

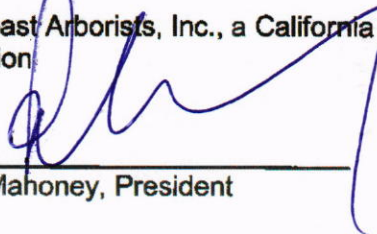


Grant Yates, City Manager

Date: 7/25/17

"CONTRACTOR"

West Coast Arborists, Inc., a California corporation



Patrick Mahoney, President


Date: 7/13/17

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Attachment "A"

Cost Proposal Sheet – General Maintenance Services

Please provide the fee quotes as follows (Include a schedule of rates by classification hourly rates):
In the column labeled "Bidder Notes" mark each maintenance area beginning with 1 to 11 (1=most preferred area, 11= least preferred area). Please attach additional pages if necessary.

GENERAL MAINTENANCE SERVICES WAGE RATES							
Maintenance Area	*Normal Business Hours Rate		**Emergency and After Hours Rate		Unit of Measure (Hourly, ½ Hour Etc...)	Subcontractor Services Yes / No	Bidder Notes (Attached if Needed)
	Non-Prevailing Wage Rate	Prevailing Wage Rate	Non-Prevailing Wage Rate	Prevailing Wage Rate			
Carpentry	40. ⁰⁰	71. ⁰³	65. ⁰⁰	110. ⁰⁰	½ hr	NO	1
Finish Wood Working	40. ⁰⁰	71. ⁰³	65. ⁰⁰	110. ⁰⁰	½ hr	NO	3
Plumbing	50. ⁰⁰	72. ⁶²	75. ⁰⁰	114. ²⁷	½ hr	NO	7
Electrical	65. ⁰⁰	72. ⁶²	90. ⁰⁰	114. ²⁷	½ hr	YES	4
Concrete and Masonry	45. ⁰⁰	55. ²⁰	70. ⁰⁰	95. ⁴¹	½ hr	NO	2
HVAC	65. ⁰⁰	70. ⁰³	90. ⁰⁰	114. ²⁷	½ hr	YES	10
Painting	30. ⁰⁰	48. ⁷⁰	55. ⁰⁰	60. ¹⁰	½ hr	NO	6
Sheet Metal	45. ⁰⁰	71. ⁰³	70. ⁰⁰	116. ⁴⁹	½ hr	NO	9
Dry Wall	30. ⁰⁰	56. ⁷²	55. ⁰⁰	95. ⁴¹	½ hr	NO	5
Roofing	35. ⁰⁰	55. ⁹⁴	60. ⁰⁰	92. ⁴⁰	½ hr	YES	11
Irrigation Repair	17. ⁰⁰	28. ⁹⁴	42. ⁰⁰	80. ⁵⁸	½ hr	NO	8

Material Markup: 15 % (percent)

*Normal Business Hours: 7:30 a.m. to 5:30 p.m. (Monday – Friday)

**Emergency and After Hours Service: 5:30 p.m. to 7:30 a.m. (Weekends and Holidays)

ANNUAL TREE MAINTENANCE SERVICES BID SCHEDULE
(TO ACCOMPANY BID SUBMITTAL)

BIDDER: West Coast Arborists, Inc.
(Contractor Name)

ITEM NO.	CODE	DESCRIPTION OF ITEMS	UNIT	UNIT PRICE
1		Grid Tree Trimming	EACH	\$54.00
2		Service Request Trimming		
2a		0 - 12" DBH	EACH	\$174.00
2b		13" -24 " DBH	EACH	\$174.00
2c		25" - 36" DBH	EACH	\$174.00
2d		37" DBH and over	EACH	\$174.00
4		Tree Raising	EACH	\$34.00
5		Palm Tree Trimming	EACH	\$54.00
6		Palm Tree Skinning / Shaping	EACH	\$194.00
7		Palm tree seed pod only removal	EACH	\$34.00
8		Tree and Stump Removal	DBH per INCH	\$26.00
9		Tree only Removal	DBH per INCH	\$19.00
10		Stump only Removal	DSH per INCH	\$14.00
11		Plant 15 gallon tree with root barrier	EACH	\$144.00
12		Plant 15 gallon tree	EACH	\$134.00
13		Plant 24" box tree with root barrier	EACH	\$284.00
14		Plant 24" box tree	EACH	\$274.00
15		Plant 36" box tree	EACH	\$744.00
16		Root Pruning	LINEAR FOOT	\$24.00
17		Crew Rental – per person	HOUR	\$64.00

ITEM NO.	CODE	DESCRIPTION OF ITEMS	UNIT	UNIT PRICE
18		Emergency Crew Rental – per person – regular business hours	HOUR	\$64.00
19		Emergency Crew Rental - per person - After hours, Weekends and Holidays	HOUR	\$94.00
20		Specialty Equipment Rental	HOUR	\$144.00
21		Arborist Services (report writing)	HOUR	\$144.00
22		GPS Inventory and continuous updates	EACH	\$3.00

All work to be done in accordance with City of Lake Elsinore Ordinances, Standard Specifications for Public Works Projects (if applicable), and Specifications set forth in this bid package (See Annual Tree Maintenance Contract, Attachment "C" thereto for the Specifications.) The budget for the project is flexible and is dependent upon the City Council approved tree maintenance budget.

Scope of Services

1. Services to be Provided

- A. Contractor shall furnish all labor, equipment, materials and supervision to perform urban forest maintenance services for City trees as described herein including, but not limited to, the following:

1. Tree Pruning
2. Tree Removal
3. Stump Removal
4. Root Pruning
5. Tree Planting
6. Tree Staking
7. Removal of Hazardous Branches
8. Removal of Tree Debris and/or Tree Trimmings
9. Hazard Assessment at Time of Trimming
10. Worksite Cleanup
11. Repair of Damaged Sprinklers and/or Piping Caused by the Contractor
12. Repair or Replacement of Damaged Fences and/or Walls caused by the Contractor
13. Soil Leveling and Turf Re-Establishment
14. Damaged Tree and/or Shrub Replacement
15. Collection and Updating of the GPS Tree Inventory Data
16. Determine a Prune Cycle Calculator Based off of Tree Inventory
17. Distribution of No Parking Signs and Door Hangers
18. Contact with the Public
19. Employee Uniforms with Company Logo or Designation
20. Vehicles and Equipment with Company logos or Designation
21. Traffic Control
22. Other Services Set Forth in this Agreement

- B. Contractor shall have the duty to provide services for City trees as assigned.
- C. Contractor shall be available twenty four (24) hours per day, seven (7) days a week to respond to all emergencies within one (1) hour of notification.

1. Areas to be Maintained

- A. Worksites will include City trees within the Public Right-of-Way. Worksites could include Parks, or other areas where trees are under the jurisdiction of the City.
- B. It should be understood that this project is not solely "section" or "block" type tree trimming.
- C. Trees to be serviced may be provided to the contractor by use of the tree database, email, or phone call - and will consist of an area and/or individual tree locations.
- D. It is expected that all work will be completed in a timely manner.

2. Pruning Standards and Specifications

- A. All work shall conform to the most current Pruning Standards of the Western Chapter ISA, ANSI A300, and these specifications. In all cases the City's authorized representative(s) shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the contractor. ***Trimmed trees rejected by the City's representative shall be excluded from payment.***
- B. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety requirements.
- C. Contractor shall provide and post "No Parking" signs forty-eight (48) hours in advance of the work and distribute written notices to affected residents of the pending work. Notices shall be printed on both sides, in English and Spanish (this may be accomplished by use of door hangers).
- D. Contractor shall endeavor to maintain good public relations at all times. The work shall be started and completed in a timely manner, which will create the least possible interference and annoyance to the Public. Work shall be performed by competent, qualified and certified employees. Work will be supervised by an experienced supervisor in tree trimming operations. The contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- E. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the contractor is responsible for appropriate notification of Underground Service Alert (USA).
- F. No hooks, gaffs, spurs or climbers will be used by anyone employed for such trimming unless authorized by a City representative.
- G. Any vine plant growing on the trees shall be removed to ground level.
- H. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- I. Unless otherwise provided, trees are to be trimmed block by block, subject to the instructions of a City representative.
- J. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- K. Topping will not be done without prior approval of the City.
- L. Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at crotch, large limbs shall be removed with three (3) cuts. The first cut shall be made on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut shall be at least one third (1/3) of the diameter. The second cut shall be one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earlier possible covering of the wound by callous growth.

- M. At the time of trimming, Contractor shall take note of any hazard associated with each tree, for example; splitting, rotting or decline in health. This information shall be made known to the City representative(s) with the recommended mitigation.

3. Street Tree Trimming

- A. Trees designated for trimming shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of twelve feet (12') over the roadway and nine feet (9') over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, streetlights and buildings. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.
- B. The specific techniques employed shall be consistent with industry practice for the size and species of the tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close half inch (1/2"); to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage and weight evenly.
- C. Laterals shall be cut to preserve the natural form of the tree, leaving the head open enough for the branching system to show, permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen percent (15%) but no more than thirty percent (30%).
- D. Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.

4. Park/Slope Tree Aesthetic Trimming -Aerial Unit

- A. Park/Slope Tree Aesthetic trimming will be performed on trees located out of the Public Right of Way that can be safely reached with an aerial unit. These trees are typically located within City parks, landscape maintenance districts (slope areas) and city facilities. Cleanup and removal of all trimmings shall be included at no additional charge.
- B. Trees designated for trimming shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of twelve feet (12') over the roadway and nine feet (9') over walkways (unless otherwise directed by a City representative). Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, streetlights and buildings. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an acceptable aesthetic appearance.
- C. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close half inch (1/2"); to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches

shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage and weight evenly.

- D. Laterals shall be cut to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen percent (15%) but no more than thirty percent (30%).
- E. Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.

5. Park/Slope Tree Aesthetic Trimming -Climber

- A. Park/Slope Tree Aesthetic Trimming will be performed on trees located out of the Public Right of Way that cannot be safely reached with an aerial unit that must be climbed in order to complete the necessary trimming. These trees may be located within City parks, landscape maintenance districts (slope areas) and city facilities. These trees are typically located within the higher reaches of our landscape maintenance districts (slope areas) as well as areas of City parks that do not allow large vehicle access. The Contractor will be given specific locations for sites to be trimmed by a City representative prior to any work being performed. Tree quantities for this type of trimming shall be determined and agreed upon prior to any work being performed. Clean up and removal of all trimmings shall be included at no additional charge.
- B. Trees designated for trimming shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of twelve feet (12') over the roadway and nine feet (9') over walkways (unless otherwise directed by a City representative). Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, streetlights and buildings. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an acceptable aesthetic appearance.
- C. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close half inch (1/2"); to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage and weight evenly.

6. Palm Tree Trimming

- A. Standard trim; remove all dead, drooping, live fronds, and fruiting structures as close to the trunk as possible. The remaining healthy fronds shall be at an upward thirty degree (30°) angle in relation to a horizontal plane at the head of the palm tree. All frond sheaths shall be removed along the entire length of the tree.
- B. Excessive trim (skinning); the Contractor will be given specific locations for sites to be trimmed by a City representative prior to any work being performed. Tree quantities for this type of trimming shall be determined and agreed upon prior to any work being performed. Clean up and removal of all trimmings shall be included at no additional charge.

C. After skinning/shaping of palm, the ball shall be maintained as part of normal trimming to maintain a uniform appearance.

D. Remove all foreign plant material from top down to the base of the tree, such as ivy, etc.

7. Tree/Stump Removal

A. The trees to be removed will be marked in a manner determined by the City representative(s). Only those trees marked by the City shall be removed by the contractor.

B. Trees shall be felled in a manner consistent with industry practice with the primary emphasis on the safety of the Public. Extra care shall also be taken to prevent unsafe working conditions to individuals, landscape, irrigation, structures, obstacles or private property.

C. Stumps shall be ground to a minimum of eighteen inches (18") below the level of the adjacent ground. When a stump removal operation intercepts an in-service utility line, removal of the stump shall be made to the top of said utility line with the remaining portion of the stump, not obstructed by the utility line, removed to the required eighteen inches (18") minimum depth.

D. Stump grinding shall take place the same day as tree removal. Note: if stump grinding does not follow within the same work day as removal, a safety barricade shall be placed and maintained over the stump until the stump grinding is complete.

E. Roots having a diameter of four (4) or more inches shall be traced out and removed to a minimum of two feet (2') from the stump crown. All roots four inches (4") or more in diameter, the tops of which are six inches (6") or less below the existing soil level; shall be considered part of the stump and shall be removed, except where such removal is prevented by existing sidewalks, curbs, buildings or other improvements.

F. Holes that are not being replanted after grinding operations shall be filled with resulting mulch and raked level with the adjacent ground. All wood, debris and excess mulch shall be removed. The resulting surrounding area shall be raked and/or swept clean.

G. The contractor shall be responsible for contacting Underground Service Alert (USA) for the locating of underground utilities at least seventy-two (72) hours **prior** to stumping operations.

H. Contractor will remove all USA markings within forty-eight (48) hours of work completion from streets by use of black marking paint.

I. Any damaged caused by removal operations shall be repaired at the contractors sole expense.

8. Root Pruning

A. Root pruning work will be specified on work orders to the contractor with specific street address and location, as well as, identifying root pruning along the sidewalk or curb or both.

B. Roots shall be pruned immediately adjacent to the edge of the sidewalk or curb, or other improvement. Root pruning cuts shall be four inches (4") wide, eighteen inches (18") deep as measured from the top of sidewalk, curb or adjacent improvement. Root pruning shall extend eight feet (8') in each direction from the centerline of the tree – sixteen feet (16') in total length.

- C. Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.
- D. All cuts shall be backfilled immediately upon completion of root pruning and installation of root barrier, if required, at each location. Backfill material shall consist of dirt and/or mulch from root pruning and shall be free from rocks. All debris generated by these operations shall be immediately removed from the site and properly disposed of outside the right-of-way.
- E. Any damaged caused by root pruning operations shall be repaired at the contractors sole expense.

9. Planting

- A. Planting trees include staking, installing ties, trunk guards, root barriers if necessary, and fertilizer tablets, to maximize tree health and survival. Provide all materials and labor necessary for a complete and proper installation. New trees are to be installed in accordance with APWA (American Public Works Association), standard plans for Public Works construction details 520_-2 and double staked per 518-2 double.
- B. Trees shall be provided by the contractor as set forth in the rate schedule and planted in accordance with appropriate ISA standards as applicable. Newly planted trees shall be watered by the contractor as necessary for a period of one hundred twenty (120) days for establishment.
- C. The newly planted tree shall also carry with it a one hundred twenty (120) day free replacement should the tree die or be in an irreversible state of decline.
- D. Tree wells, if required for newly planted trees, shall not be created to rise above the surrounding or existing grade.

10. Emergency / "On Call" Work

- A. Contractor shall be required to provide emergency/"on call" response to hanging limbs, wind damaged or downed trees. This may be at night, during storm, or any other bad weather conditions. The contractor will be given specific locations via telephone call from a City authorized representative. The contractor shall be required to start the work indicated within two (2) hours of the initial telephone call and report back to the City representative upon completion of the work specified.
- B. The contractor is required to provide a twenty-four (24) hour emergency phone number and/or names of a minimum of two (2) contact individuals within one week of award of contract. Should the phone number or contact person(s) change during the course of the contract it will be the responsibility of the contractor to notify the City. **In the event the contractor cannot be contacted or fails to respond, a penalty of \$1,000.00 per incident will be deducted from future contractor payments.**
- C. The contractor shall be required to provide all traffic control required during any emergency operations. Should the work involve any high voltage lines the contractor shall be required to notify the responsible utility company.

- D. Work performed under the emergency provision of this contract shall be paid as set forth in the rate schedule. This shall include all labor, tools, equipment, disposal fees, and materials necessary for completing the emergency work.

11. Schedule of Work and Hours of Operation

- A. Contractor will be required to commence work within ten (10) working days of award of contract. The contractor shall, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order and location of work.
- B. The general hours of operation shall be 7:00 a.m. to 4:00 p.m. on major streets and 8:00 a.m. to 4:00 p.m. on residential streets with respect to any chipping, cutting, or other operations generating harsh or unusual noise. The days of operation shall be Monday through Friday. **No work shall be performed on Saturday, Sunday or City observed Holidays unless authorized by the City representative(s).**
- C. In addition, the contractor shall meet with City representative(s) on a pre-scheduled monthly basis.

12. Clean Up

- A. Contractor shall clean all job sites when work is completed. This includes raking of leaves, twigs, and any other waste material from the lawns or medians. This will also include sweeping of sidewalks and streets.
- B. Each day's scheduled work shall be completed and cleaned up. **Under no circumstances shall any brush, leaves, debris or equipment be left on the street, sidewalk or in the right-of-way overnight.** Contractor's equipment may be stored overnight, with advance approval, in the City Corporate Yard; however, the City will not be responsible for security of contractor's equipment.
- C. The Contractor shall use extra caution to not drop limbs in to back yards. If this happens the contractor shall make their best efforts to contact the resident to clean up the debris.
- D. The City representative(s) shall be the sole judge as to the adequacy of the clean-up.

13. Disposal of Materials or Debris

- A. All tree branches, brush, tree trunks and other materials produced as a result of the contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. **Any debris or materials requiring disposal shall not be deposited in a landfill.**
- B. Reducing will include, but is not limited to, chipping, grinding, and/or shredding operations. Reusing will include, but is not limited to, using chipped, ground, or shredded tree material as mulch. Recycling will include, but is not limited to, chipped, ground, or shredded tree material used to produce compost. Transformation will include, but is not limited to, fire wood that is too large to be chipped, ground or shredded for use as mulch.

14. Mulch Program

- A. Upon request the Contractor shall provide and deliver, at the Contractor's expense, one (1) forty (40) yard bin of finished mulch twice per year which may be used by the City or its landscape maintenance contractors for landscape enhancement, erosion control and water conservation activities within the City. Mulch shall be commercial grade, similar in size and condition to that required by Cal Trans. Mulch shall be free of insects, weed seeds, trash, palm, pine and tamarisk debris, and suitable for immediate application. Mulch shall be delivered to the Public Works Corporate Yard Located at 521 N. Langstaff Street. Contractor may also upon request, with approval by a City representative, disposal of other clean mulch at designated City facilities. Clean mulch shall mean any wood chipping that are free of trash, excessive leaves, pine, palm and tamarisk debris.

15. Inspection

- A. The City representative(s), 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, character of materials and equipment used, and employed in the work.
- B. The inspection of the work shall not relieve the contractor of any obligation to fulfill the contract and/or complete the project described. Defective work shall be made well, notwithstanding the fact, that such defective work may have been previously overlooked by the City representative(s) and accepted for payment.
- C. Periodically inspect the work to assist in ensuring the work meets City standards.
- D. All work shall meet the approval of the City representative(s), or rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City. In addition the Director of Public Works or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be desired that he give direction, orders within the scope of these specifications may be given by the Director of Public Works or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

16. Brochures

- A. Contractor will provide brochures or door hangers that are acceptable to the City representative(s) that describes the tree trimming process, and are readily accessible to the Citizens of Lake Elsinore. **Sample brochures must be included with submitted proposal.**
- B. The brochures or door hangers shall be printed in English on one side and Spanish on the other side.

17. Pictures

- A. Contractor is to supply, at no cost to the City, pictures of "before" and "after" trimming, that is suitable for reproduction when requested by the City. Pictures that are provided shall be of one (1) per species, per Grid to showcase the work that was completed.

- B. Pictures shall be provided for any tree that is determined to be dead, dying or diseased.
- C. When called out for emergency situation before and after pictures shall be taken. These pictures will be provided to a designated City representative by the next business day.

18. Traffic Control

- A. Contractor shall refer to the latest edition of the 'California Manual on Uniform Traffic Control Devices' (MUTCD) as amended for use in California. This manual conforms to all City of Lake Elsinore Traffic Safety requirements and operating rules, and shall be followed at all times while this contract is in effect. The contractor may also utilize 'Cal Tran's standards for safety and traffic control' and 'Work Area Traffic Control Handbook' (WATCH).
- B. Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility solar arrow board when necessary with no exception. All traffic safety equipment must be approved for use, prior to utilization, by the City.
- C. **A traffic control plan will be submitted to the City representative/s at least fifteen (15) days prior to starting this contract for arterials.**
- D. Illuminated arrow boards, sign standards, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
- E. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense

19. Signs

- A. Contractor shall equip each vehicle used in the City with signs that read, "Tree Maintenance Services Contractor for the City of Lake Elsinore".

20. Tree Inventory Database

- A. Contractor shall provide and maintain an up-to-date user friendly computerized tree inventory software system of all trees serviced for the City during the term of this contract. The contractor shall provide the City with a state of the art record keeping software system that allows the City to monitor and maintain information regarding our Urban Forest Maintenance Program. The system shall provide detailed information which includes accurate GPS location of trees within one (1) meter, tree species, site information such as the diameter at breast height, crown height, botanical and common names, photograph of the actual tree, work histories, service requests, and summary reports. The City currently utilizes the Arbor Access tree inventory system. Special consideration will be given to contractors who utilize this system or can provide a compatible database.

- Have an ISA Certified Arborist with experience perform tree data collection and provide a cursory tree evaluation.
- Areas to be collected will include, but not be limited to, Landscape and Lighting Maintenance Districts (LLMD), Parks, Right-of-ways and City owned Facilities.

- Attributes to be collected by field personnel include District (area number or name), possibly a sub area, species identification, size (diameter at breast height) and condition evaluation.
- Provide the City with Global Positioning System (GPS) coordinates for each tree inventoried. The information collected can be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude.
- By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs.
- At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and in a software program, which will enable the City to connect the inventory to the GIS program and create various frequency reports.

Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
 - City District, LLMD, Park and Facility
 - Street
 - Location by Address
 - Location by GIS, X, Y State Plane Coordinate (Optional)
 - Species by Botanical Name and Common Name
 - Tree Diameter
 - Canopy Spread
 - Tree Height
 - Recommended Maintenance Classification
 - Existing overhead Utilities
 - Parkway Size
 - Parkway Type
 - Public/Private Code
- B. Upon completion of the Tree inventory database a prune cycle calculator shall be determined by the contractor based off of budget, quantity of trees, and species of the trees.
- C. The Contractor shall have at a minimum five (5) years of 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 software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representative's 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 our needs. The user-friendly program should allow City representatives to generate a variety of reports quickly.
- D. In addition to the tree inventory program the City will require access to a field based management program accessible from a smart phone or tablet that will allow staff members to view site specific information and/or detailed work history. The field based management program shall also allow for generating and sending of work requests from the field.
- E. The Contractor shall provide technical maintenance and support and training for City personal on the use of the tree inventory program.

21. Contractor's Employees

- A. The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.
- B. The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.
- C. The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
WORKERS COMPENSATION Statutory Limits	7/1/2018	WA7-66D-039499-077	<div style="display: flex;"> <div style="flex: 1;"> COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY </div> <div style="flex: 1; border-left: 1px solid black; padding-left: 5px;"> EMPLOYERS LIABILITY Bodily Injury by Accident <div style="text-align: right;">\$1,000,000</div> Each Accident Bodily Injury By Disease <div style="text-align: right;">\$1,000,000</div> Policy Limit Bodily Injury By Disease <div style="text-align: right;">\$1,000,000</div> Each Person </div> </div>
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2018 <div style="border: 1px solid black; padding: 2px; width: fit-content;">RETRO DATE</div>	TB2-661-039499-017	<div style="display: flex;"> <div style="flex: 1;"> General Aggregate <div style="text-align: right;">\$2,000,000</div> Products / Completed Operations Aggregate <div style="text-align: right;">\$2,000,000</div> Each Occurrence <div style="text-align: right;">\$1,000,000</div> Personal & Advertising Injury <div style="text-align: right;">\$1,000,000</div> Per Person / Organization Other Damage to premises rented to you \$300,000 </div> <div style="flex: 1; border-left: 1px solid black; padding-left: 5px;"> Other Medical Expense \$5,000 </div> </div>
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2018	AS7-661-039499-037	<div style="display: flex;"> <div style="flex: 1;"> Each Accident—Single Limit <div style="text-align: right;">\$2,000,000</div> B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence </div> </div>
OTHER Umbrella Excess Liability	7/1/2017 - 7/1/2018	TH7-661-039499-047	\$5,000,000 Per Occurrence/Aggregate
ADDITIONAL COMMENTS RE: All jobs performed by the named insured during the policy term. Per form CG 2010, City of Lake Elsinore is additional insured under the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and the additional insured endorsement.			

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

City of Lake Elsinore
130 South Main Street
Lake Elsinore CA 92530

Elaine Ulan

Elaine Ulan

Los Angeles / 0603	AUTHORIZED REPRESENTATIVE
818 W 7th Street, Suite 850	0564408
Los Angeles CA 90017	213-443-0782 6/13/2017
OFFICE	PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.