

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES
West Coast Arborists, Inc.**

Annual Citywide Tree Maintenance Services

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of July 1, 2016 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. The parties now desire to extend the term for additional 12-month period for such services as set forth in this Amendment No. 1.

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, of the Original Agreement is hereby amended to add the following:

Unless earlier terminated as provided in the Original Agreement, Amendment No. 1 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2016 and ending on June 30, 2017. The City may, at its sole discretion, extend the term of the Agreement on a 12-month basis not to exceed three (3) 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, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractors' Proposal, attached as Exhibit A to the Original Agreement and incorporated herein.

In no event shall Contractor's compensation related to Amendment No. 1 for Fiscal Year 2016-2017 exceed ~~One Hundred Fifteen~~ ^{TWO* Fifty} Thousand Dollars (\$250,000) without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not

* correction of scrivener's errors 8/4/2016

Dan Mann, Asst. City Attorney

Vita M. Guly, Vice President, WCA, Inc. : 8/11/2016

be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

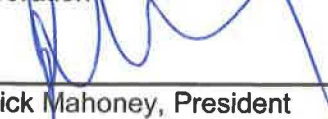


Grant Yates, City Manager

Date: 7/13/16

"CONTRACTOR"


West Coast Arborists, Inc., California corporation



Patrick Mahoney, President

Date: 7-13-16

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Attachment: Original Agreement

ORIGINAL AGREEMENT

[ATTACHED]

ORIGINAL AGREEMENT

**AGREEMENT FOR CONTRACTOR SERVICES
West Coast Arborists, Inc.**

Annual Citywide Tree Maintenance Services

This Agreement for Contractor Services (the "Agreement") is made and entered into as of June 23, 2015, by and between the City of Lake Elsinore, a municipal corporation ("City") and West Coast Arborists, Inc., a Corporation ("Contractor").

RECITALS

A. The City has determined that it requires the following services: Planting and ongoing maintenance of trees in the public right-of-way, parks, and other areas of significant importance in our community.

B. Contractor has submitted to City a proposal, dated May 14, 2015, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services and related work as provided herein and Contractor desires to provide such services and related work as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of One (1) year, commencing on June 23, 2015 and ending on June 30, 2016. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed Four (4) 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.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through task order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **EIGHTY FIVE THOUSAND dollars (\$85,000)** without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to

Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

8. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

9. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

12. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

14. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

15. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance

and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: West Coast Arborist, Inc.
Attn: Mr. Patrick D. Mahoney
2200 E. Via Burton Street
Anaheim, CA 92806

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence

of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

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

28. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

29. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"


CITY OF LAKE ELSINORE, a municipal corporation



Grant Yates, City Manager


"CONTRACTOR"

West Coast Arborists, a Corporation



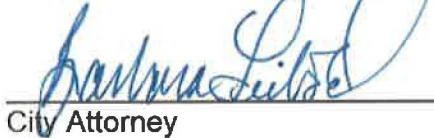
By: Patrick Mahoney
Its: President

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Attachments: Exhibit A – Contractor's Proposal
Exhibit B – List of Subcontractors

EXHIBIT A

CONTRACTOR'S PROPOSAL

[ATTACHED]

EXHIBIT A

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.

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

N/A

EXHIBIT B

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 SUBLIMITS 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	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION Statutory Limits	7/1/2016	WA7-66D-039499-075	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Discase \$1,000,000 Policy Limit Bodily Injury By Discase \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2016	TB2-661-039499-015	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 Per Person / Organization Other Damage to premises rented to you \$300,000	Other Medical Expense \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2016	AS7-661-039499-035	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2015 - 7/1/2016	TH7-661-039499-045	\$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	213-624-1171	6/16/2015
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.

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	7/1/2017	WA7-66D-039499-076	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2017 <div>RETRO DATE</div>	TB2-661-039499-016	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 Per Person / Organization Other Damage to premises rented to you \$300,000	Other Medical Expense \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2017	AS7-661-039499-036	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2016 - 7/1/2017	TH7-661-039499-046	\$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
818 W 7th Street, Suite 850
Los Angeles CA 90017

AUTHORIZED REPRESENTATIVE

0564408

213-624-1171

6/16/2016

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.