

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director 

BY: Allen Walter, Landscape and Parks Superintendent

DATE: July 2, 2014 (CC Meeting of July 16, 2014)

SUBJECT: Consider Agreement with West Coast Arborist for Tree Maintenance Services and Authorize Staff to Solicit Bid Proposals for Tree Maintenance Services

BACKGROUND / DISCUSSION

On July 31, 2000, the City Council awarded a 12-month Agreement to West Coast Arborist, Inc., (WCA) for tree maintenance services. On July 1, 2001, the City and Contractor entered into Amendment No. 1 providing a cost of living increase, a one-year extension, and provision for three additional one-year extensions with no cost increases expiring on June 30, 2004. On July 1, 2004, the City and Contractor entered into Amendment No. 2 providing a ten year extension, at existing rates, expiring on June 30, 2014.

Staff is requesting authorization of a new agreement with WCA for tree maintenance services through September 30, 2014 at a cost of twenty-five thousand dollars (\$25,000). The new Agreement will provide additional time for staff to obtain proposals and complete the bidding process for tree maintenance services.

The City is satisfied with the level of tree maintenance services that WCA has provided to the City over the past fourteen (14) years. WCA's services have enabled the City to regularly maintain our urban forest and be consistent with the established maintenance practices of the International Society of Arboriculture. Due to the length of time that WCA has provided services for the City, staff feels that it is time to request competitive bids for tree maintenance services. In addition, staff feels that it is necessary to update the scope of services to include digital collection of urban forestry management data through the use of Global Positioning Systems (GPS) and Geographic Information System (GIS) mapping, as well as establishing a long term maintenance plan for the City's urban forest.

FISCAL IMPACT

The City Council has previously approved two hundred forty-six thousand four hundred fifty dollars (\$246,450) in appropriation for these services as part of the adoption of the FY 2014/15 Budget. The proposed action does not require any additional funding.

STAFF RECOMMENDATION

1. Approve agreement with West Coast Arborist, Inc. for \$25,000.00 and authorize the City Manager to execute the Agreement, subject to final language approval of the City Manager and the City Attorney; and
2. Approve the Tree Maintenance Services Contract Documents and Specifications, and authorize staff to solicit proposals for tree maintenance services.

Attachments:

- 1 – Agreement
- 2 - Tree Maintenance Services Contract Documents and Specifications

Attachment 1

AGREEMENT BETWEEN THE CITY OF MOORPARK AND WEST COAST ARBORISTS, INC., FOR TREE MAINTENANCE SERVICES

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation (“City”) and West Coast Arborists, Inc., a corporation (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for services related to tree maintenance; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution and expire on September 30, 2014, unless this Agreement is terminated or suspended as referred to herein.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide tree maintenance services, as set forth in Exhibit B, Scope of Services which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal” and as set forth in Exhibit B, Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total value of twenty-five thousand dollars (\$25,000) as stated in Exhibit B, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and

regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation California Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be Andy Trotter, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed twenty-five thousand dollars (\$25,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt

of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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 said 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.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City may proceed in the manner set forth in Section 6-4 of the Greenbook.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained

in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided,

however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: West Coast Arborists Inc.
Andy Trotter
2200 East Burton Street
Anaheim, California 92806

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous

agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of City's Bid Package and Proposal, Exhibit B attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Bid Package and this Agreement shall take precedence over those contained in the Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

WEST COAST ARBORISTS, INC.

By: _____
Steven Kueny, City Manager

By: _____
Andy Trotter, Vice President

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse or underground hazard (XCU)
- b. Products and completed operations
- c. Pollution liability
- d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the

subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by

Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is

canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to change City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. City shall determine the liability limit.

SCHEDULE OF COMPENSATION

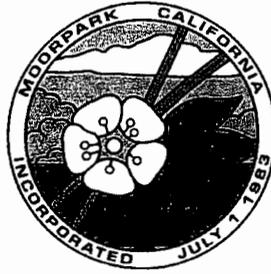
EXHIBIT B

Bidders Proposal and Statement

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the specifications and is familiar with same and that he/she hereby proposes and agrees to furnish all labor, material and equipment and do all the work required to complete the project in accordance with said specification in the time and manner therein prescribed, should the City accept the bid proposal incorporated herein.

AS DESCRIBED IN THIS CONTRACT:	UNIT PRICE	UNIT DESCRIPTION
TREE TRIMMING	\$ 40.13	Each
TREE RAISING	20.07	Each
PALM TREE TRIMMING	40.13	Each
COMPLETE TREE & STUMP REMOVAL	13.38	Inch
STUMP ONLY REMOVAL	4.12	Inch
TREE PLANTING		
15 gallon without root barrier	82.32	Each
with root barrier	97.76	Each
24 inch box without root barrier	164.64	Each
with root barrier	200.66	Each
Tree Planting (15 gallon) with root barrier and City supplying tree.	77.18	Each
Tree Planting (24 inch box)) with root barrier and City supplying tree.	138.92	Each
WATERING	267.54	Day
CREW RENTAL		
3 men, aerial unit, dump truck & chipper	97.76	Hourly
CREW RENTAL		
2 men, aerial unit, dump truck & chipper	65.17	Hourly
CREW RENTAL		
1 man, necessary equipment	32.59	Hourly
EMERGENCY CALL OUT		
3 men, necessary equipment, dump fees	208.80	Hourly





CITY OF MOORPARK

TREE MAINTENANCE SERVICES

CONTRACT DOCUMENTS AND SPECIFICATIONS for Tree Maintenance Services

**City of Moorpark
799 Moorpark Avenue
Moorpark, California**

July 2, 2014

**City of Moorpark
CONTACT: Allen Walter
Landscape/Parks Maintenance Superintendent
799 Moorpark Avenue
Moorpark, California 93021
(805) 517-6360**

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**NOTICE INVITING SEALED BIDS
FOR
TREE MAINTENANCE SERVICES
CITY OF MOORPARK**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 on Tuesday, July 29, 2014, up to the hour of 10:00 a.m. at which time they will be publicly opened and read. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

The Scope of Work for this project consists of providing all labor, services, and furnishing all materials, tools, equipment, supplies, and transportation as necessary for the performance of scheduled and emergency tree maintenance services in parks, landscaped parkways, medians, slopes, and at miscellaneous City properties in accordance with contract provisions and specifications attached hereto and made a part of this Notice.

A mandatory pre-bid conference will be held at the Moorpark Public Services Facility, 627 Fitch Avenue, Moorpark, California, 93021, on Tuesday, July 15, 2014, at 9:00 a.m. Only those bidders in attendance will be eligible to submit bid proposals. A City tour of all proposed areas will be made available to prospective bidders on Tuesday, July 15, 2014, at 10:00 a.m.

Bid proposals must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the City of Moorpark in the amount of ten percent (10%) of the total bid price for year one (1). This bond or check will constitute a guarantee that the bidder will, if an award is made to him/her in accordance with the terms of said bidder's proposal, provide all licenses, insurance and bonds as identified in this Request for Proposal and execute a contract on the City's standard form.

Prospective bidders may obtain copies of Contract Documents and Specifications for Landscape Maintenance Services on the City's website at www.moorparkca.gov/bids.aspx. Documents are only available electronically via the City's website or from the bid depository's noted below.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, "TREE MAINTENANCE SERVICES PROPOSAL -- DO NOT OPEN WITH REGULAR MAIL".

All bidders must possess a State of California Contractor's License, Class C-61/D49 and C27, and have on staff at least two (2) ISA Certified Arborists, as defined in the contract documents, at the time of bid submission to be eligible for the award of contract. Said Licenses and Certifications must be maintained in good standing

throughout the term of the contract. Failure to possess the specified licenses shall render the bid as non-responsive. No contract will be awarded other than to a contractor properly licensed in accordance with contract documents, and the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, cited as the Contractor's State License Law. Each bidder shall submit a photographic copy of its active contractor's license, and ISA arborist certification with the bid documents.

This is a prevailing wage project. In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Section 1770 et al.), the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the Parks, Recreation and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics_research.html and such copies will be made available to any interested party upon request. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

Pursuant to California Civil Code Section 3248, the successful bidder shall furnish to the City at the time of execution of the contract a performance bond approved by the City in an amount equal to one hundred percent (100%) of the contract price.

The Moorpark City Council reserves the right to reject all bids.

This contract is subject to liquidated damages.

All bids must be submitted in conformance with this Notice and with Instructions to Bidders.

The Contract Documents and Specifications will be available for public inspection at the following locations: City of Moorpark, 799 Moorpark Avenue, Moorpark, California, 93021; F.W. Dodge, 1333 S. Mayflower Avenue, Ste 300, Monrovia, California, 91016; Ventura County Contractor's Association, 1830 Lockwood Street, Suite 110, Oxnard, California, 93036; www.ebidboard.com.

Contact: Allen Walter Parks/Landscape Maintenance Superintendent at (805) 517-6360.

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS AND SUBMITTAL

The City is soliciting cost proposals for tree maintenance services for City parks, landscaped parkways, medians, slopes, and miscellaneous City properties.

Bids shall be submitted in writing on the forms provided by the City. Use of other forms may be cause for rejection of bids. All information requested therein must be clearly and legibly set forth in the manner and form indicated. Non-substantial deviations may be considered, provided that the bidder submits a full description and explanation of, and justification for, the proposed deviations. Final determination of any proposed deviation will be made by the City in its sole discretion. The proposal forms which must be submitted by bidders include pages 10 through 22.

SCOPE OF WORK

Scope of work to be performed under contract with the City includes, but is not limited to, labor, services, and furnishing all materials, tools, equipment, supplies, and transportation as necessary for the performance of tree maintenance and related services as more fully described in Exhibits A and B.

EXAMINATION OF REQUEST FOR PROPOSALS DOCUMENT, BIDDING INSTRUCTIONS AND PROPOSAL, CONTRACT DOCUMENTS, PERFORMANCE REQUIREMENTS, SCOPE OF WORK, AND AREAS TO BE MAINTAINED

The bidder shall personally examine the site of the work contemplated, specifications, and Contract Documents before submitting a bid proposal, to ascertain the existences of any conditions which may impact the bid proposal. Therefore, it will be assumed that the bidder has personally investigated and is satisfied as to the general and local conditions to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the services, and the requirements of these specifications. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and fully accepts the responsibility for the terms and conditions of the areas to be maintained according to this contract and scope of work.

PROPOSAL GUARANTEE

Bid proposals must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the City of Moorpark in the amount of ten percent (10%) of the total bid price for year one (1). This bond or check will constitute a guarantee that the bidder will, if an award is made to him/her in accordance with the terms of said bidder's proposal, provide all licenses, insurance, and bonds as identified in this Request for Proposal and execute a contract on the City's standard form.

The proceeds of the Bond will become the property of the City if the bidder fails to or refuses to execute the contract within fourteen (14) calendar days after the City has notified the bidder of intent to award the bid or within fourteen (14) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. Additionally, the proceeds of the bidder's bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds and/or evidence of insurance required in the contract construction documents within fourteen (14) days after the bid has been awarded. The bond shall be duly executed, on the form provided, by a surety admitted to do business in the State of California. All bid bonds or substitutes thereof will be returned upon timely execution of the contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "TREE MAINTENANCE SERVICES PROPOSAL" -- DO NOT OPEN WITH REGULAR MAIL". Proposals may be mailed or delivered by messenger to City Clerk, Moorpark City Hall, 799 Moorpark Avenue, Moorpark, California, 93021. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark. Late proposals will not be considered.

In order to guard against premature opening, the bid must be clearly labeled with the bid title, name of bidder, and date and time of bid opening, as stated above.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, incompleteness, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations, or erasures. Bids with supplemental information or from other than those proposed forms provided by the City will not be considered.

BID WITHDRAWAL

A bidder may withdraw his/her proposal, without prejudice prior to the time specified for the bid opening, by submitting a written request to the City for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

BIDDER QUALIFICATIONS

All bidders must possess the following:

- 1) A State of California Contractor's License, Class C-27, C-61, and D-49
- 2) Arborist Certification issued by International Society of Arborist (ISA)

Copies of said licenses required of bidder must be presented at the time of bid submission to be eligible for the award of contract and must be maintained in good standing throughout the term of the contract.

Each bidder shall submit a photographic copy of its active contractor's license and ISA Arborist Certification with the bid documents.

The City shall, before awarding a bid, verify that a contractor was properly licensed when the contractor submitted the bid. In the event of a dispute as to the classification of license required the opinion of the California Contractors' State License Board shall prevail.

Bidder must obtain a City Business Registration prior to commencing work under this contract.

COMPETENCY OF BIDDERS

In addition to the bidder's proposed compensation for services, consideration will be given to:

1. Capability and qualifications of the contractor to perform the work including, equipment, support facilities, and qualified personnel;
2. Prior experience in performing services of similar size and scope in a competent and consistent manner including review of references of previous and current contracts; and
3. Financial stability and standing of contractor, and proven competency of the bidder of the performance of the services covered by the bid.

No bid for services will be accepted from a contractor who is not licensed in accordance with applicable State Law. No award will be made to a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code by the date of the award of contract.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work sites, Contract Documents, Specifications, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work

must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City in writing and clarified in writing prior to the submission of proposals. Neither the City nor any of its officers, employees or servants assumes any responsibility for errors or misinterpretations resulting from the receipt or use of an incomplete set of contract documents or addenda. The bidder must satisfy themselves that they have received a complete set of contract documents and addenda.

Written addenda shall be the sole means for modifying the Contract Documents prior to the bid opening. The City shall not be bound by oral communications purportedly modifying or interpreting the Contract Documents regardless of when or by whom such oral communications are made and bidder should not rely upon such oral communications in preparing their bid.

PREVAILING WAGES

This is a prevailing wage project. In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Section 1770 et al.), the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the Parks, Recreation and Community Services Department or on the Internet at www.dir.ca.gov/DIR/S&R/statistics_research.html and such copies will be made available to any interested party upon request. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

Contractor is fully responsible to ascertain the rates of wages he/she will be required to pay throughout the execution of all work under the contract and to comply with all regulations pertaining to prevailing wages.

AWARD OF CONTRACT

At its sole discretion, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of sixty (60) days, all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and

qualifications of the bidder to whom the award is contemplated.

TIME FOR COMMENCEMENT AND COMPLETION

This is a twenty-four (24) month contract (October 1, 2014, through September 30, 2016), with an option for three (3) additional three one year terms, at the City's discretion. An Agreement in substantially the same form as the Sample Agreement included in the Contract Documents, shall be signed by the successful bidder and returned to the City Clerk's Office, at Moorpark City Hall, 799 Moorpark Avenue, Moorpark, California, together with the insurance certificates and endorsements and contract bonds within fourteen (14) calendar days, after contractor has been notified by City of the Notice of Award of Contract, via email or by regular mail. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement as provided in the Agreement documents attached as Appendix 1 or equivalent as approved by the City. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.

The bidder warrants that he/she possesses, and has arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable Federal, State, County, City and Special District laws, ordinances, and regulations. Refusal or failure to deliver an executed Agreement, Bonds, and Insurance in the form provided in the Contract Documents and approved by the City within fourteen (14) calendar days, as identified above, shall be just cause, at the City's sole option, to annul the award. In such an event, the City may successfully award the contract to the next lowest responsible and responsive bidder until a properly executed contract is obtained, or it may at any time reject all remaining bids and proceed as provided by law. No bid shall be considered binding upon the City until the execution of the Agreement by the City.

FAILURE TO ACCEPT CONTRACT

If the bidder to whom the award is made fails to enter into the contract, the award will be annulled; any bid security will be forfeited in accordance with the Bid Terms and Conditions, and Special Bid Terms and Conditions if a bidder's bond or security is required; and an award may be made to the next lowest responsible bidder who shall fulfill every term and condition of the bid documents.

CONTRACT ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the prior written consent of the City, which may be withheld at the City's sole discretion.

NON-DISCRIMINATION

In the performance of the terms of this contract, the bidder agrees that he/she will not engage in, nor permit such subcontractors as he/she may employ, to engage in discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, medical condition, or marital status of such persons. Bidders will comply with all non-discrimination laws.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts and subcontracts with other public entities, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

NON-COLLUSION AFFIDAVIT

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of Moorpark is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BID FORMS

**TO BE COMPLETED BY BIDDER
AND SUBMITTED WITH BID**

PROPOSAL FORM
TREE MAINTENANCE SERVICES

TO THE CITY OF MOORPARK, as City:

In accordance with City's Notice Inviting Sealed Bids, and the instructions to bidders, the undersigned bidder hereby proposes to furnish all materials, equipment, tools, labor, transportation and incidentals required for the above stated project as set forth in the Contract Documents and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work sites and all contract documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

Bidder understands that a bid amount is required in a manner set forth in the Bid Schedule solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within fourteen (14) days, after the City has mailed notice of the award of contract to the bidder, this bid and the acceptance hereof may, at the City's option, be considered null and void.

Authorized Signature _____

Name _____

Title _____

BID SCHEDULE

**TREE MAINTENANCE SERVICES
URBAN FORESTRY CARE AND TRIMMING SERVICES**

The Bidder agrees to furnish all materials, supplies, equipment and/or services set forth herein, in accordance with the contract documents and specifications outlined in the Request for Proposal (RFP), at prices indicated below. All applicable services include cleanup and disposal.

DESCRIPTION	UNIT	COST
GENERAL SERVICES		
General Pruning	Per Tree	\$
Clearance Pruning	Per Tree	\$
Tree and Stump Removal	Per DBH Inch	\$
Tree Only Removal	Per DBH Inch	\$
Stump Only Removal	Per Diameter Inch	\$
Tree Planting 15 Gallon w/o Root Barrier	Per Tree	\$
Tree Planting 15 Gallon w/ Root Barrier	Per Tree	\$
Tree Planting 24" Box w/o Root Barrier	Per Tree	\$
Tree Planting 24" Box w/ Root Barrier	Per Tree	\$
Tree Planting 36" Box w/o Root Barrier	Per Tree	\$
Tree Planting 36" Box w/ Root Barrier	Per Tree	\$
Crew Rental (3 man crew including pickup, aerial lift, chipper, and chipper truck)	Per Crew Hour	\$
Emergency Crew Rental (3 man crew including pickup, aerial lift, chipper, & chipper truck)	Per Crew Hour	\$
TREE INVENTORY SERVICES		
Standard (Non-GPS) Tree Inventory	Per Tree	\$
Tree Inventory - GPS Coordinate Based	Per Tree	\$
Tree Inventory GPS to City GIS	Per Tree	\$
ADDITIONAL SERVICES		
ISA Certified Arborist	Per Hour	\$
Annual Tree Inspection and Report	Per Hour	\$
REMOVAL COST FOR MILLED URBAN LUMBER		
25" - 30" Diameter at Standard Height	Per Tree	\$
31" - 36" Diameter at Standard Height	Per Tree	\$
Over 36" Diameter at Standard Height	Per Tree	\$

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amounts shown on Bid Schedule.

Contractor's Authorized Signature

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Type of Firm: _____ Individual _____ Partnership _____ Corporation

Business Address _____

Telephone _____

State Contractor's C-27 License No. and Class(es) _____

Original Date Issued _____ Expiration Date _____

Bidder's State Licenses C-61, D-49 Numbers; list categories and "type" of license(s).

1) _____ Expiration Date: _____

2) _____ Expiration Date: _____

3) _____ Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, bidder executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2014.

Bidder _____

**ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(Attach appropriate executed form)**

CONTRACTOR'S REFERENCES

Provide a minimum of three (3) references, to include the name of organization, address, contact person, and telephone number, for which bidder has performed tree maintenance services of similar size, price, and scope within the past ten (10) years. The references listed shall reference previous and/or current maintenance programs that demonstrate the bidder's experience, similar to the Scope of Work (Exhibit B) described herein. Each reference does not need to demonstrate that all the criteria listed below have been met under one individual contract. However, the bidder must demonstrate that they have experience equal to a minimum of three (3) years, for each area as follows:

1. _____
Name of Organization

Address

Contact Person Telephone number and email address

Contract amount Contract period (start and end date)

Description of services (please be specific, describe tree grid pruning, service responses, tree planting and removal, and emergency response protocol, consistent with above directions)

2. _____
Name of Organization

Address

Contact Person Telephone number and email address

Contract amount

Contract period (start and end date)

Description of services (please be specific, describe tree grid pruning, service responses, tree planting and removal, and emergency response protocol, consistent with above directions)

3.

Name of Organization

Address

Contact Person

Telephone number and email address

Contract amount

Contract period (start and end date)

Description of services (please be specific, describe tree grid pruning, service responses, tree planting and removal, and emergency response protocol, consistent with above directions)

*Bidder may attach additional sheets as needed. Additional references shall be listed in the same format as above.

SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors who will perform any work described in the Scope of Services.

Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:
Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:
Subcontractor Name:	License No:
	Classification:
Subcontractor Address:	Subcontractor Phone:
Type of Work:	Portion of work to be done:

Bidder may attach additional sheets as needed. Additional subcontractors shall be listed in the same format as above

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

WORK IDENTIFICATION: Tree Maintenance Services

Labor Code Section 3700, in pertinent part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees?"

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-assurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____ Contractor: _____

By: _____

Title: _____

(In accordance with California Labor Code Section 1860, et seq., the above Certificate must be signed and filed with the City prior to performing any work under the Agreement.)

NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

*TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder

Name of Bidder

Signature of Bidder

Signature of Bidder

Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(Attach appropriate executed form)

BID BOND

(in lieu of certified or cashier's check)

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, acknowledge ourselves jointly and severally bound to the City of Moorpark, the obligee, for ten percent (10%) of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the contract documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this ____ day of _____, 2013.

Contractor _____

By _____

Title _____

By _____

Title _____

Surety _____

By _____

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed forms)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF MOORPARK, CALIFORNIA, a municipal corporation, hereinafter ("City") and _____ (hereinafter "Contractor") have entered into an Agreement dated _____, 2014, for work identified as _____ which Agreement is hereby incorporated into and made a part hereof; and.

WHEREAS, said Contractor, is required to furnish a bond in connection with said contract, providing for the faithful performance thereof;

NOW, THEREFORE, we, the Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City, as Obligee, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said Obligee under the terms of the contract for which payment well and truly to be made, the said principal and the said surety, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Principal, his or its heirs, executors, administrators, successors or assigns, his or its subcontractors, shall perform and fulfill all the undertakings, covenants, terms, conditions of said Agreement during the original term of the Agreement, and any and all duly authorized extensions thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void and of no effect.

In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City in successfully enforcing said obligation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2014.

(Corporate Seal)

(Principal)

By _____

(Title)

(Corporate Seal)

(Surety)

By _____

(Title)

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(Attach appropriate executed forms)

EXHIBIT A
CONTRACTOR PERFORMANCE REQUIREMENTS

A. WORKING HOURS:

1. Working hours are Monday through Friday, between 7:00 a.m. to 5:00 p.m. with the following exceptions: Tierra Rejada Road, Los Angeles Ave, Campus Park Drive, and Princeton Ave working hours shall begin after 9:00 am (“working hours”). No work shall be performed on Saturday, Sunday, or City approved holiday outside of these specified times, without prior written approval from the representative designated by the City (herein after referred to as “City Representative”), except for emergency situations.

2. Contractor shall be responsible for any costs incurred by the City including, but not limited to, City staff's overtime hourly rate and any related costs, for any City approved work performed by the Contractor on weekends and/or holidays, which may require verification and inspection by City staff. City staff overtime costs shall be assessed as follows (subject to change per current staff billing rates, deposits, fee development processing, and fee resolution):

Parks and Recreation Director:	\$278/hr.
Parks and Landscape Manager	\$225/hr.
Landscape/Parks Maint. Superintendent or Supervisor:	\$180/hr.
Maintenance Worker III:	\$105/hr.

3. The Contractor shall have staff available by phone contact (not an answering service) including, but not limited to Contractor's on-site supervisor(s) twenty-four (24) hour per day, seven (7) days a week to respond to callouts, questions, and verification of schedules.

4. Non-working City holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall have personnel in place to carry out the responsibilities of this Contract on all other City holidays if they fall on a weekday.

5. Fourteen (14) days prior to the start of Contractor scheduled grid tree maintenance services, the Contractor shall submit to the City a proposed maintenance schedule. The schedule shall include a list of all activities specified in the Scope of Work (Exhibit B) by location, with respective days of the week and time of day said activities will be performed. After City approval, any revisions to the approved schedule must be authorized in writing by the City Representative.

6. The use of leaf blowers or air broom is prohibited, except between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

B. SUPERVISION:

1. Contractor shall provide a minimum of one (1) on-site tree maintenance services supervisor, fully trained in all aspects of the International Society of Arboriculture (ISA) standards and regulations. Said supervisor(s) shall have a minimum of seven (7) years of experience at the supervisory and tree maintenance services. Fourteen (14) days prior to the start of any work, the Contractor shall submit to the City information that demonstrates the supervisor's qualifications for City review and approval. During the term of the Contract, the City Representative shall approve any changes to the tree maintenance services supervisor position.
2. The tree maintenance services supervisor shall remain on site for the duration of the tree maintenance services being performed except as required to obtain equipment and supplies necessary for the tree maintenance services.
3. Contractor shall have an on-site supervisor(s) capable of communicating effectively both in written and oral English, at all times during the term of the Contract. Any communication from the City to the Contractor's on-site supervisor(s) shall be deemed as delivered to the Contractor.
4. Contractor shall endeavor to maintain excellent public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and disturbance to the public. Work shall be performed by competent employees and supervised by a person(s) experienced in supervising tree maintenance services operations.
5. Contractor shall ensure that its employees are dressed in a company uniform shirt recognizable as Contractor's and all safety equipment.

C. COMMUNICATION/EMERGENCY RESPONSE:

1. Contractor shall have the ability to contact their field crews within fifteen (15) minutes of notification by City Representative during normal working hours.
2. Contractor shall provide capabilities for twenty-four (24) hour per day, seven (7) days a week service. Contractor shall provide a 24 hour emergency contact person, who is familiar with the City's tree

maintenance operation, with phone number (not an answering service) for non-working hours, including weekends and holidays.

During an after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one (1) hour maximum upon notification by City.

- D. MATERIALS TO BE PROVIDED BY THE CONTRACTOR: The Contractor, at Contractor's sole expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance, as determined by City Representative.
- E. CONTRACTOR RESPONSIBILITY - DAMAGES: The Contractor shall be fully responsible for any and all damage to City property resulting from the Contractor's operations. This shall include, but not be limited to, the repair, removal and replacement, at Contractor's expense, of grass, irrigation system, ground cover or other landscape items that are lost or damaged due to tree maintenance services and operations. This shall also include any damage to buildings, infrastructure, hardscape, and other improvements due to Contractor's negligence. The City Representative shall determine if the contractor is negligent.
- F. UNDERGROUND ALERT SYSTEM: Underground alert systems must be notified a minimum of 48 hours in advance prior to commencing work that involves digging underground. This notification is required for each location said work is performed. Written verification of such notification shall be provided to the City Representative prior to commencing work.
- G. PROPERTY DAMAGE: Any damage to utility lines shall be immediately reported to the relevant utility company, as well as to the City Representative. The cost of the repair, if required, will be at the Contractor's expense. If damage occurs to any landscape material, irrigation system components, adjacent hardscape surfaces or other property, immediate repair or necessary replacement of the same shall be at the Contractor's sole expense.
- H. ACCESS TO PRIVATE PROPERTY: Prior to any work that will restrict access to private property, the Contractor shall notify, in writing, each affected property owner or responsible person, informing him of the nature of, and the approximate duration of, the restriction. Contractor shall also provide a copy of said notification to City Representative prior to commencing such work.
- I. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS: Contractor shall be responsible for the protection of all improvements adjacent to the work, such as irrigation system components, drain pipes, lawns, brick work, plants, masonry work, fences, walls, sidewalks, street

paving, etc., located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then such improvements shall be replaced in kind at the Contractor's sole expense and to the City's satisfaction, within forty-eight (48) hours. If the Contractor fails to render proper repairs within the 48 hour limit, the City will make the repairs and deduct the cost of such repairs, plus 15% administrative costs, from the Contractor's monthly bill.

J. TRAFFIC CONTROL:

1. Contractor shall conform to all California Vehicle Code and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions for street work. Contractor shall conduct all work in a manner that will insure continuous traffic flow on all streets at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Public Works Inspector prior to start of work. Contractor shall 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 arrow board. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City Representative. Twenty-four (24) hour notification is required. City shall set days of the week and times when traffic lanes may be closed.
2. Signs used for handling traffic during the course of this project shall be in accordance with the "Work Area Traffic Control Handbook" (WATCH) published by Building News, Inc., and made a part of these detailed specifications. The method in which signs, barriers, and other miscellaneous traffic devices are used during construction shall be in accordance with the publication mentioned. A copy of said publication is on file at the Moorpark Public Services Facility. All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.
3. Traffic control and detours conforming to all the provisions of these specifications, unless otherwise specified and itemized in the bid schedule, shall be included in the Contract unit or lump sum prices paid for various items of work where traffic control and/or detours are required, without additional compensation.
4. Liquidated damages shall be assessed in the amount of One Hundred Fifty dollars (\$150.00) for each day that the Contractor fails to conform to any California Vehicle Codes, CAL OSHA requirements or traffic

control measures as described in these specifications.

K. ENCROACHMENT PERMITS: The Contractor shall secure an approved annual City encroachment permit.

L. SUBCONTRACTORS: Contractor shall only use subcontractors in the performance of this Contract listed on Subcontractor(s) form submitted with the bid documents. All subcontractors shall be licensed and shall only provide the services listed and that they are licensed to perform. Any subcontractor not listed on the subcontractors form or any changes made to the subcontractors used by the Contractor during the term of the Contract, shall be approved in writing by the City Representative. The City reserves the right to reject the services of any subcontractor for any reason, and at any time during the performance of this Contract.

M. HAZARDOUS WASTE AND NPDES REQUIREMENTS:

1. Contractor shall comply with CAL OSHA standards and the American National Standard Institute, Z133.1.1988 Safety Requirements in the performance of all work under this Contract. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
2. Contractor shall be responsible for compliance with all Federal and State hazardous waste and materials requirements, codes and laws. Any situations involving the use of, or observance of, hazardous waste or materials shall be reported to the City Representative immediately.
3. Contractor shall be responsible for compliance with all Federal, State and local requirements, codes and law regarding National Pollutant Discharge Elimination System (NPDES). Information and specifications can be found in the document entitled, "Stormwater Pollution Control Guidelines for Construction Sites," which by reference is a part of these specifications and is available for review at the Moorpark City Hall front counter.
4. Contractor shall implement all necessary steps to ensure the methods and practices it uses to carry out its responsibilities under this contract comply with NPDES, including but not limited to: maintaining a clean work site; properly disposing of all debris; appropriate storage of materials; managing and operating vehicles and equipment in a manner to prevent leaks and spills; preventing pollution of the storm drain system during import, export, stockpiling, and spreading of landscape debris and materials, and preventing and controlling discharge of soil sediments, fertilizers, herbicides, insecticides,

rodenticides, solvents, cleaning solutions, and other chemicals.

- N. INSPECTION: At the request of the City Representative the Contractor shall accompany the City Representative to inspect tree maintenance services performed to determine maintenance standards are per contract specifications and ISA standards. Should the City Representative determine standards are not being met the Contractor may incur liquidated damages, as more fully described in Section O. If Contractor fails to repair or correct deficiencies within five (5) working days past the time line approved by the City, Contractor may be found in nonconformance with the Contract and City, at its discretion, may take corrective action at Contractor's sole expense, plus 15% administrative fee and assessed liquidated damages. Such fees and expenses shall be deducted from Contractor's invoice.
- O. DEFICIENCIES - LIQUIDATED DAMAGES: Failure by the Contractor to perform the services described herein to this Contract, will be considered a deficiency. It is agreed that said deficiencies will result in damage to the City. Contractor shall be responsible for all costs associated with said damage including any additional costs incurred by the City in the inspection, administration and performance of the work not performed or performed improperly by the Contractor, in addition to the liquidated damages amount as follows:
- Liquidated damages shall be assessed in the amount of One Hundred Fifty dollars (\$150.00) for each incident at each separate location for each day that the deficiency remains uncorrected.
- P. CITY'S RIGHT TO USE OTHER LABOR: Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by City work forces and other Contracted parties. These activities may include, but not be limited to, storm related operations, staging of police and fire for emergencies and disaster control, and a variety of recreation programs and special events. During said activities and operations the Contractor may be required to modify or curtail certain work tasks and normal maintenance operations, and shall promptly comply with any request thereof by the City.
- Q. CONTRACTOR VEHICLE AND EQUIPMENT IDENTIFICATION: Contractor shall clearly identify each vehicle and equipment (i.e. trucks, chippers, and trailers) used at said facilities in the performance of this contract with decals on the exterior right and left front door panels, or other City approved location, identifying the Contractor's name, and phone number. Decals shall not be less than 12 inches by 18 inches in size, and shall be clearly visible from a distance of 50 feet.

Contractor's maintenance vehicles exterior paint and vehicle body shall be kept clean, new in appearance and in a generally well maintained condition.

R. WORK BY CITY FORCES BECAUSE OF NONCONFORMANCE TO CONTRACT: Should the Contractor fail to correct deficiencies or public nuisances, these will be considered to be of an emergency nature and cause for the City make corrective repairs. Such work shall be billed to the Contractor for each callout, plus actual time spent on the repairs. It also should be noted that there is a minimum two (2) hour charge for labor on any callout. City staff hourly costs shall be assessed as follows (subject to change per current staff billing rates, deposits, fee development processing, and fee resolution):

Parks and Recreation Director:	\$175/hr.
Parks and Landscape Manager:	\$150/hr.
Landscape/Parks Maintenance Superintendent or Supervisor:	\$120/hr.
Maintenance Worker III:	\$65/hr.

City staff overtime hourly costs for weekend work or after hours work shall be assessed as follows (subject to change per current staff billing rates, deposits, fee development processing, and fee resolution):

Parks and Recreation Director:	\$263/hr.
Parks and Landscape Manager:	\$225/hr.
Park/Landscape Maintenance Superintendent or Supervisor:	\$180/hr.
Maintenance Worker III:	\$98/hr.

S. EQUIPMENT STORAGE ON CITY PROPERTY: Storage of equipment, supplies and materials on City property shall only be allowed with prior written approval from the City. In the event the City consents to allow Contractor to use designated City property for storage, Contractor agrees to assume full responsibility for loss, theft, damage to its equipment, supplies and any injury that may arise to any person. Contractor also assumes full responsibility for any and all damage to City property as a result of any Contractor owned property stored on City property, whether storage is temporary or permanent. Contractor acknowledges that Section 10 Indemnification of this contract applies to such storage.

T. VANDALISM AND THEFT: The City shall be notified immediately by the Contractor in regards to any acts of vandalism, including graffiti, and theft to City Property or other improvements observed or found by Contractor's employees, regardless of the cause.

U. CONTRACTOR DISPOSAL/RECYCLING RESPONSIBILITY: All green waste produced as a result of the Contractor operations under this Agreement shall be reduced, reused, recycled and/or transformed by the Contractor and delivered to specific sites within the city at the City's Representative direction. The Contractor shall make every effort to estimate annually tonnage of green

wasted produced and provide such information annually or at the City's Request.

V. SAFETY:

1. Contractor shall at all times adhere to all applicable safety practices and cooperate with the City in any adverse condition related thereto.
2. Contractor shall cooperate with the City during the investigation of an accident on City property and submit a complete written report to the City within twenty-four (24) hours following the occurrence.
3. Contractor during tree maintenance services shall identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The City Representative shall be immediately notified of any potentially unsafe or hazardous condition found by the Contractor.

EXHIBIT B SCOPE OF WORK

The Contractor shall follow all guidelines and procedures needed to provide for the care and protection of City trees in order to promote the health, safety, welfare, and quality of life for all City residents and visitors.

A. TREE INSPECTIONS:

1. Contractor shall provide a written inspection report of all City trees that identifies each tree's overall condition and problems. On an annual basis, or as requested by the City designated representative, all City trees shall be inspected for structural problems. Trees with such defects shall be reported in the City's written tree inspection report, and assigned a formal inspection date based on the degree of risk associated with each tree's particular defects. The report will also provide hazard mitigation measures recommendations
2. The Contractor shall use consistent procedures to inspect all trees in order to ensure that inspections are done in a consistent and regular manner.
3. Contractor shall conduct tree hazard assessments from the ground, when adequate information is available. When inadequate information cannot be gathered from the ground an aerial inspection maybe required.

B. GOALS OF THE CITY TREE INSPECTION:

1. Document all City trees structure and health.
2. Schedule tree maintenance work
3. Improve tree structure and health.
4. Reduce tree loss and liability.

C. CITY TREE HAZARD ASSESSMENT:

1. Unbalanced crown
2. Weak or yellowing foliage
3. Defoliation
4. Dead or broken branches
5. Poor branch attachment
6. Lean and root attachment
7. Pruning scars
8. Trunk scars

9. Rot and cavities
10. Cracks
11. Girdling roots
12. Exposed surface roots
13. Trenching and or grade change

D. TREE MAINTENANCE:

1. Prohibited maintenance practices
 - a. Excessive pruning, except for clearance pruning of utility lines, traffic or abating a public nuisance.
 - b. Topping.
 - c. Other action that could lead to the death of a tree or could permanently damage its health, including but not limited to cutting, poisoning, over-watering, unauthorized relocation or transportation of a tree, or trenching, excavating, altering the grade, or paving within the dripline area of a tree.

2. Standards for Pruning City Trees

All work on City trees shall be in accordance with the most current edition of the following industry standards: ANSI A300-1995, Appendix G and ANSI Z133.1-1994.

3. Pruning Mature City Trees

Pruning mature trees consist of crown cleaning, crown thinning, crown raising, crown restoration, crown reduction, and utility pruning. Climbing and pruning practices shall not injure the tree except for the pruning cuts.

4. Contractor shall reduce the probability of insect infestation, disease, or infection, by following seasonal restrictions, except when public safety is a concern:
 - a. Pine (*Pinus* spp.) or Elm (*Ulmus* spp.): do not prune March through October.
 - b. All species: do not prune during the flush of spring shoot growth.
 - c. Trees with thin bark: do not prune in summer when sunscald injury may be a factor.
 - d. Deciduous trees: best pruned November through February.
 - e. Hazardous trees of any species may be pruned any time of the year for abatement reasons.

5. Pruning Distressed City Trees

Contractor shall avoid additional injury to distressed trees

- a. If a City tree has been damaged by injury or disturbance, pruning shall be delayed until deadwood becomes evident. Crown cleaning is then recommended.
- b. City trees that have received little or no care or maintenance may need moderate crown thinning, reduction of end weights, or entire crown restoration.

6. Pruning Young City Trees

Contractor shall prune young City trees during the second year after planting to improve their structure, and only minor crown cleaning every three to seven years thereafter. Branches shall be spaced at least 18 inches apart to alleviate tight grouping branches.

7. Wildlife Avoidance / Migratory Bird Treaty Act Compliance

Contractor shall determine the optimal time to prune when considering the health interests of the trees and when trying to avoid bird nests. Contractor shall follow all State and federal regulations prohibit the disturbance and destruction of many active bird nests.

8. Insect and Disease Control

Contractor shall report any insects or disease may lead to the death of a City tree.

9. Woodchips or Mulch

Contractor generated woodchips or mulch from trimming operations within the City may be dumped and spread at a City designated site upon specific permission from the City's Designated Representative.

Contractor shall provide and submit estimated tonnage of woodchips generated annually (January to December) to the City Designated Representative.

10. Milling Urban Lumber

At the direction of the City's Designated Representative, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

E. CITY HARDWOOD TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning varies based on the type or purpose of pruning.

1. General Specifications for hardwood tree pruning.

- a. Contractor shall consult with the City Arborist before making any cuts that could result in permanent disfigurement of the structure of any tree
- b. City trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of fourteen feet, six inches (14' 6") above the paved surface of the street and fourteen (14) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City Arborist.
- c. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected, and shall not exceed ½ inch from the hardscape surface being edged.
- f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce
- k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- l. Selectively prune branches that are within five (5) feet of a structure.
- m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be

irreparably damaged by such pruning action.

- n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise.
- o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
- p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All major pest problems shall be promptly reported to the City.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.

2. Prune Classifications for City Hardwood Trees

- a. Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than 30% of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:
- b. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, 308

known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

- c. **Crown Thinning:** Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.
- d. **Crown Reduction:** Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
- e. **Crown Restoration:** Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.
- f. **Crown Raising/Clearance Prune:** A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:
 - g. **Crown Raising:** Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
 - h. **Clearance Prune:** Clearance prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune".

3. Pruning Specifications for individual Hardwood Species

- a. **General Trimming and Shaping of Conifers:** Two basic classes of conifers can be found in Moorpark, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned

in late winter or early spring. Typically, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.

- b. Contractor shall avoid damaging the central leader on all conifers. In specific cases the City Arborist may direct the contractor to remove the central leader in an effort to limit the height of specific trees.
- c. At the time of pruning, the City Arborist shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
- d. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.
- e. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.
- f. General Trimming and Shaping of Broadleaf Trees: Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City Arborist and in accordance with the following:
- g. Cut to laterals 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 to allow light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
- h. In specific cases the City Arborist may direct the contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
- i. Trim to remove dead wood or weak diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- j. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- k. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

F. PEPPER TREE MAINTENANCE SERVICES: (Historical High Street)

Historical High Street population of fifty (50) California Pepper (*Schinus molle*) Trees are protected under the 2007 California Pepper Tree Maintenance Plan (CPTMP) and all tree maintenance services for the management of the Pepper trees shall follow the CPTMP prescribed procedure(s) and specifications in Exhibits B, Contractor Performance Requirements and Exhibit B, Scope of Work.

1. The CPTMP specifications for High Street Pepper tree maintenance services are outlined below and included as Exhibit C:

- a. Contractor must comply with the MBTA and California Fish and Game Code Sections 3503, 3503.5, and 3800.
- b. Prior to tree maintenance activities, The City's wildlife biologist will conduct a nesting survey consisting of two (2) surveys conducted on separate days, within 72 hours immediately preceding tree maintenance activities, e.g., trimming branches or tree removal. If pre-maintenance nesting surveys result in the location of active nests, no tree maintenance procedures shall take place in the tree with the active nest until such time as the young have fledged and become independent of the nest. The City's biologist shall determine if a buffer area should be established around the tree with the active nest.
- c. Contractor trimming and thinning services shall be conducted approximately every six (6) months.
- d. All pruning and maintenance applied to the High Street California pepper trees, as described in the CPTM, shall be done under the supervision of a certified arborist.
- e. All maintenance tasks and procedures shall be carried out accordingly as described within the CPTM.
- f. All pruning and maintenance applied to the High Street California pepper trees shall follow Section A, Hardwood Tree Pruning specifications.
- g. Pepper tree removal applied to the High Street California pepper trees shall follow Section D, Tree Removal specifications.
- h. Contractor is responsible for Pepper tree replacement on High Street within sixty (60) days subsequent to the removal. The Contractor shall purchase a 24-inch box replacement Pepper tree (*Schinus molle*) and plant per Section F, Tree Planting and Young Trees. The Replacement tree shall be planted at the same location as the removed tree unless a different location is directed by the City representative.

2. High Street Pepper Tree Management Categories

- a. Young Trees: recently planted sites and sites with young expanding tree canopies
- b. Shade Trees: where canopy is sufficient to produce abundant protection from solar radiation and yet not restrict pedestrian or vehicular traffic
- c. Veteran Trees: tall, broad canopies that merit ongoing preservation by managing their growth for threats to biological health or mechanical stability
- d. Senescent Trees: considered to contain less than ten percent (10%) live tissues determined by mass, and cannot be rehabilitated or restored to veteran or shade tree status, do not merit preservation, and require removal.

3. Tree Maintenance Services

Shade Trees Maintenance Services

- a. Inspect tree health and stability
- b. Pruning treatments to maintain clearance and manage weight distribution
- c. Pruning treatment to establish a redundant branching hierarchy throughout the canopy
- d. Promote an upward growth of the canopy
- e. Avoid heading-back terminal ends
- f. Prune to avoid excessive foliage on the limbs
- g. Conduct Specialized pruning or other treatments to correct or respond to unforeseen circumstances

Veteran Trees Maintenance Services

- a. Inspect tree health and stability
- b. Pruning treatments to manage load and weight distribution
- c. Pruning treatments to reconstruct the tree canopy
- d. Promote an upward growth of the canopy
- e. Avoid heading-back terminal ends
- f. Prune to avoid excessive foliage on the limbs
- g. Conduct specialized pruning or other treatments to correct or respond to unforeseen circumstances such as:
 - 1) Crown reconstruction pruning techniques
 - 2) Extensive Crown reduction
 - 3) Reduction of long vertical and horizontal limbs

Senescent Trees Maintenance Services

- a. Inspect tree health and stability
- b. Pruning treatments to manage load and weight distribution
- c. Promote an upward growth of the canopy
- d. Avoid heading-back terminal ends
- e. Prune to avoid excessive foliage on the limbs

- f. Follow the City's Arborist specific tree maintenance service recommendations
- g. Conduct Specialized pruning or other treatments to correct or respond to unforeseen circumstances such as:
 - 1) Crown reconstruction pruning techniques
 - 2) Extensive Crown reduction
 - 3) Reduction of long vertical and horizontal limbs

G. CITY PALM TREE PRUNING:

Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- 1. The specifications for the pruning of City palm trees are as follows:
 - a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, inspect grass, bird nesting or any other condition suggestive of a structural abnormality.

Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City Arborist immediately.

- b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City of Moorpark. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties.

Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*).

The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm will result in severe contract penalties.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related³¹³

stains from private property hardscape elements.

- d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and as to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

H. CITY TREE REMOVAL:

1. TREE REMOVAL GUIDELINES

Contractor shall report conditions in which a City tree requires removal such as:

- a. The tree is in a state of decline due to disease or insect pest for which there is no likelihood of a cure.
- b. The tree poses a safety risk that cannot be corrected or where an unreasonable safety risk would be created by the construction process or root pruning.
- c. Where work improvements required to be made around the tree will likely kill the tree or render it a hazardous tree.
- d. Where tree preservation is not cost effective compared to the tree's monetary value.
- e. The tree poses a public nuisance because of its species, size, location, fruit and seed drop, limb breakage or other objectionable conditions.
- f. The aesthetic value of the tree is extremely low, or where the tree interferes with the growth and development of a more desirable tree.
- g. Structural defects in the tree, including branches, trunk and roots.
- h. Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system. The Contractor shall comply with all general specifications standards described herein.
- i. The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- j. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City314

Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.

- k. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
- l. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized.
- m. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to free-fall and create damage of any type. Loss of control incidents shall be penalized.
- n. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City of Moorpark. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City.
- o. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- p. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
- q. The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

I. CITY TREE ROOT PRUNING SPECIFICATIONS:

Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be four (4) inches wide, twelve (12) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the

centerline of the tree as measured from the top of the curb or other improvements.

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 the sidewalk.

After the pruning cut has been completed, All cuts shall be backfilled immediately upon completion of root pruning at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day.

The Contractor shall be responsible for contacting Underground Services Alert for locating underground utilities prior to beginning the pruning operation.

J. CITY TREE PLANTING & YOUNG TREE CARE:

1. City tree planting stock and materials quality
 - a. All trees installed within the City shall conform to ANSI Z60.1-1996.
 - b. Plants shall be sound, healthy, vigorous, and free of plant disease and insect pests and their eggs.
 - c. Container stock shall be grown for at least eight months in containers, and shall not be root bound or have girdling roots.
 - d. Trees shall not have been topped.
2. City Tree Planting: Tree planting consists of the installation of nursery stock container trees supplied by the Contractor.
 - a. The Contractor shall comply with all general specifications standards described herein.
 - b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
 - c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
 - d. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound

material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.

- e. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- f. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- g. The Contractor shall install the tree so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- h. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10%) percent well decomposed organic fines.
- i. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- j. The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2) , two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties. Tree ties shall be installed in a figure eight fashion to support the tree to the stakes at the bending point of the trunk.

- k. The Contractor shall not use hoses, equipment or water from private properties while installing or watering-in new trees.

K. CITY TREE INVENTORY:

1. Standard (Non-GPS) City Tree Inventory (Required)

The Contractor shall provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract.

The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

2. GPS Coordinated Based City Tree Inventory (Optional)

If the City elects GPS coordinated based City tree inventory the Contractor will provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, green spaces, etc. The address information contained in inventory should 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 in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and on a the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

3. GPS to City GIS City Tree Inventory (Optional)

If the City elects GPS to City GIS City Tree Inventory, the Contractor will provide a GPS tree inventory created with a new database with tree inventory created using the City's standardized addressing system for all City trees. The new inventory shall be created using GPS devices by visiting each site and shall be capable of showing the actual GEO location of every tree within the existing tree sites and vacancies. Contractor shall be required to create and provide to the City an ESRI ArcView/ArcGIS shape file, compatible with the latest version of ArcView and with accuracy no more than one (1) meter deviation from the actual position of the tree.

4. City Tree Inventory Contractor Experience

The Contractor shall have at a minimum five (5) years experience in collecting City 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 representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user-friendly program should allow customers to generate a variety of reports quickly.

5. City GPS Tree Inventory Scope of Work

If the City elects GPS coordinated based City tree inventory or GPS to City GIS City Tree Inventory the Contractor shall create the most up-to-date GPS inventory data upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by Contractor field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LMDs/Parks/Open space Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Recommended Maintenance Classification
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

6. Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner

L. ANNUAL CITY TREE INSPECTION

Contractor shall provide an inspection of City trees that identifies problems and provides hazard mitigation measures. On an annual basis, or as requested by the City Representative, all City trees shall be inspected for structural problems. Trees with such defects shall be noted in the City's tree inspection report, and assigned a formal

inspection date based on the degree of risk associated with each tree's particular defects.

When inspecting trees, consistent procedures shall be used to inspect all trees in order to ensure that inspections are done in a consistent and regular manner.

While most tree hazard assessments can be conducted from the ground, there are times when an aerial inspection is necessary. Aerial inspections shall be done when adequate information cannot be gathered from the ground.

1. The goals of the tree inspection program include:
2. Document tree structure and health.
3. Schedule tree maintenance work.
4. Improve tree structure and health.
5. Reduce tree loss and liability.
 - a. Trees shall be examined for the following:
 - Unbalanced crown
 - Weak or yellowing foliage
 - Defoliation
 - Dead or broken branches
 - Poor branch attachment
 - Lean
 - Pruning scars
 - Trunk scars
 - Rot/cavity
 - Cracks
 - Girdling roots
 - Exposed surface roots
 - Trenching/grade change

**APPENDIX 1
SAMPLE AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
_____, FOR CITY-WIDE TREE MAINTENANCE
SERVICES**

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation ("City") and _____, a _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for services related to tree maintenance services, plus additional landscape repair and installation services, as needed; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, the City Council of the City at a meeting held on the _____ day of _____, 2014, authorized the City Manager to enter into this Agreement after public bidding.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from October 1, 2014 and will expire on September 30, 2015, unless this Agreement is terminated or suspended as referred to herein.

Upon the mutual written agreement of both parties, the term of this Agreement may be extended for two (2) additional three (3) year periods.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide tree maintenance services, as set forth in Exhibits _____ Contractor's Bid Proposal, dated _____, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit _____, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Performance Bond; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit _____. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict

between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit _____ and Exhibit _____. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit _____.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit _____. Compensation shall not exceed the rates or total value of _____ dollars (\$ _____) as stated in Exhibit _____, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be _____, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit _____, attached hereto and

incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars (\$_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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 said 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.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City may proceed in the manner set forth in Section 6-4 of the Greenbook.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the

for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes,

and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from

others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or

partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: _____

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such

performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of City's Bid Package and Proposal, Exhibit _____ attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Bid Package and this Agreement shall take precedence over those contained in the Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

CONTRACTOR

By: _____
Steven Kueny, City Manager

By: _____
NAME, TITLE

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such

insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specification applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.