

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

206A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 1, 2011

SUBJECT: Professional Service Agreement for Tree Trimming and Removal Services for the Transportation Department.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Services Agreement between United Pacific Services, Inc. (UPS) for tree trimming and removal services for the Transportation Department, and;
2. Authorize the Chairman of the Board of Supervisors to execute the agreement on behalf of the County with the option to renew up to two (2) additional years at the discretion of the County of Riverside, and;
3. Approve the annual amount of \$650,000 with an additional annual contingency amount of \$100,000 (15%) for FY 2011/12.

Juan C. Perez
Director of Transportation

MPH:bh
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 750,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF FUNDS: L&LMD 89-1-C 55% Gas Tax 45%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR
DATE: 11/15/11
Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: ALL

Agenda Number:

3.34

The Honorable Board of Supervisors

RE: Professional Service Agreement for Tree Trimming and Removal Services for the Transportation Department.

December 1, 2011

Page 2 of 2

BACKGROUND: The service required is for tree trimming and removal services for the Transportation Department and also within the Landscaping and Lighting Maintenance District No. 89-1 Consolidated (L&LMD 89-1-C). Currently the Transportation Department is under contract with the new Cities of Eastvale and Jurupa Valley to perform these services at the Cities request. The L&LMD 89-1-C is currently under contract with the Cities of Menifee, Wildomar, Eastvale, and Jurupa Valley to perform L&LMD related landscape maintenance, which includes tree trimming services.

A request for proposals (RFP) was released on September 13, 2011. Copies of the RFP were mailed out to 12 Contractors and advertised on the Transportation Department's website. Four (4) Contractors attended a mandatory pre-bid meeting on September 28, 2011. Three (3) Contractors submitted proposals by the closing date of October 6, 2011 at 1:30PM. The written proposals were evaluated by representatives of the Riverside County Transportation Department and L&LMD 89-1-C. United Pacific Services, Inc. (UPS) was selected as top ranked Contractor to provide tree trimming and removal services.

The contract is for a three-year period and would terminate on June 30, 2014. The County has the option to extend this agreement for a 2-year period. This Contract includes a 15% contingency of \$100,000 only for emergency or City work.

The County has the option to terminate this contract upon 30 days notice. The County shall have no obligation to purchase any specified amount of services.

County Counsel has approved the Agreement as to form.

Request for Proposal #44-216-2011 - Summary of Cost Proposals					
Highway Operations Division (Exhibit 3)	Unit	Mariposa	WCA	UPS	
Full Trim (under 12 diameter inch)	per each	\$37.50	\$45.00	\$54.00	
Full Trim (between 13 and 30 diameter inch)	per each	\$85.00	\$80.00	\$94.00	
Full Trim (over 31 diameter inch)	per each	\$127.50	\$175.00	\$124.00	
Street Tree Trimming – clearance maintenance trim	per each	\$37.50	\$30.00	\$34.00	
Complete Tree and Stump Removal	per diameter inch	\$17.00	\$18.00	\$17.00	
Stump Removal Only	per diameter inch	\$6.00	\$5.00	\$5.00	
Highway Operations Division (Extra Work)					
Palm Tree Trimming	per each	\$53.00	\$45.00	\$39.00	
Palm Tree Skinning	per linear foot	\$8.25	\$8.00	\$7.00	
Crew Rental (3 men, aerial unit, dump truck, chipper)	per hour	\$157.00	\$165.00	\$149.00	
Crew Rental (2 men, aerial unit, dump truck, chipper)	per hour	\$125.00	\$110.00	\$99.00	
Crew Rental (1 man)	per hour	\$45.00	\$55.00	\$49.00	
Emergency work call out (3 men and equipment)	per hour	\$213.00	\$210.00	\$184.00	
L&LMD Division (Exhibit 4)					
Full Tree Trim (any size tree)	per each	\$56.25	\$55.00	\$37.00	
Palm Tree Trimming	per each	\$43.00	\$45.00	\$34.00	
Palm Tree Skinning	per linear foot	\$8.25	\$8.00	\$6.00	
Complete Tree and Stump Removal (with stump grind)	per each	\$275.00	\$345.00	\$124.00	
L&LMD Division (Extra Work)					
Street Tree Trimming - clearance maintenance trim	per each	\$37.50	\$30.00	\$24.00	
Stump removal only (with stump grind)	per each	\$75.00	\$95.00	\$19.00	
Crew Rental (3 men, aerial unit, dump truck, chipper)	per hour	\$157.00	\$165.00	\$149.00	
Crew Rental (2 men, aerial unit, dump truck, chipper)	per hour	\$125.00	\$110.00	\$99.00	
Crew Rental (1 man)	per hour	\$45.00	\$55.00	\$49.00	
Emergency work call out (3 men and equipment)	per hour	\$213.00	\$210.00	\$184.00	

Contract No. 11-11-004
Riverside Co. Transportation

PROFESSIONAL SERVICE AGREEMENT

for

**The Transportation Department Highway Operations Division and the
Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C),**

For Tree Trimming and Removal Services

between

COUNTY OF RIVERSIDE

and

UNITED PACIFIC SERVICES, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor	7
10. Subcontract for Work or Services.....	8
11. Disputes	8
12. Licensing and Permits	8
13. Use by Other Political Entities	9
14. Non-Discrimination	9
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison	10
18. Notices.....	10
19. Force Majeure.....	10
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification.....	11
22. Insurance	12
23. General	14
Exhibit A-Scope of Service	17
Exhibit B- Payment Provisions	24

This Agreement, made and entered into this ____ day of _____, 2011, by and between UNITED PACIFIC SERVICES, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (7) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, attached hereto and by this reference incorporated herein.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2014, with the option to renew for two (2) years, renewable in one year increments at the discretion of the County, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Seven Hundred Fifty Thousand dollars (\$750,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.1.1 This Agreement includes a contractual contingency of 15% (\$100,000) for Emergency and/or Contract City work. CONTRACTOR shall submit a written request to COUNTY for any costs outside the regular tree trimming cost schedule as described in Exhibit B. **CONTRACTOR UNDERSTANDS AND AGREES THAT COSTS SHALL NOT BE INCURRED AGAINST THE CONTINGENCY, AND COUNTY WILL NOT BE LIABLE FOR SUCH COSTS, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM COUNTY.**

3.2 No price increases will be permitted during the first fiscal year of this Agreement ending June 30, 2012. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

ATTN: MARK HUGHES, 8TH FL

P.O. BOX 1090

RIVERSIDE, CA 92502-1090

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

3.5 CONTRACTOR shall pay their employees at the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract and submit certified payroll noting such.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or

fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The TLMA Purchasing Department Agent/Buyer, or designee, shall administer this Agreement on behalf of the COUNTY and is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Transportation
P.O. Box 1605

Riverside, CA 92502-1605
Attn: Mark Hughes
(951) 955-6767

CONTRACTOR

United Pacific Services, Inc.
120 E. La Habra Blvd., Ste. 107

La Habra, CA 90631-2310
Attn: Gus Franklin
(562) 691-4600, ext. 225

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or

circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as

Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies

of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

County of Riverside
4080 Lemon Street
Riverside, CA 92501

Signature: _____

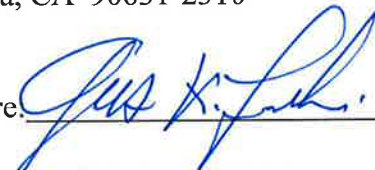
Print Name: BOB BUSTER

Title: Chairman, of the Board of Supervisors

Dated: _____

CONTRACTOR:

United Pacific Services, Inc.
120 E. LaHabra Blvd., Ste. 107
La Habra, CA 90631-2310

Signature: 

Print Name: GUS FRANKLIN

Title: President

Dated: 11-18-11

FORM APPROVED COUNTY COUNSEL
BY:  11/15/11
MARSHAL VICTOR DATE

EXHIBIT A SCOPE OF SERVICE

1. PREVAILING WAGE AND CERTIFIED PAYROLL

Pursuant to the labor code, the governing board of the owner has obtained from the Director of the Department of Industrial Relations, State of California, his/her determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

Contractor's Requirements: For all repair/new installation/maintenance work at these locations, the successful contractor must adhere to the following:

- A. Contractor and/or Sub-contractors (upon County approval) must possess the proper Contractors license issued by the State of California for each craft or type of workman or mechanic needed to execute the contract.
- B. Provide to the TLMA Purchasing Department and/or The Transportation Department a certificate of liability insurance form listing "the County of Riverside" as additional insured and proof of Worker's Compensation Insurance for his employees.
- C. Pay his employees the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract.
- D. Submit certified payroll per form DLSE Form A-1-131
available at: <http://www.dir.ca.gov/dlse/DLSEFormA-1-131.pdf>
- E. Certified payroll may not lag more than 40 days behind current calendar day (30 day buffer to submit certified payroll).

2. DESCRIPTION

- A. All work is to be restricted to the trees within the County Maintained Road Right-of-Way and adjacent dedicated landscape easements.
- B. Work may include requirements for removal of dead trees; dead, broken, crossing, and redundant branches; drop crotching; elimination of stubs; traffic and view clearance; wound treatment, if any; and debris disposal.
- C. No contracted tree worker shall perform any work upon private property without the consent of the property owner. Written consent of the property owner or resident is considered official consent.
- D. Any tree work performed on a County tree must be done in accordance to the County's specifications.
- E. All work associated with this contract must conform to standards established by the International Society of Arboriculture, National Arborist Association, and American National Standards Institute.

2.1 REQUIREMENTS

- A. Furnish all necessary transportation, permits, insurance and taxes, in their performance of the scope of services.
- B. Provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary to maintain the landscaping and irrigation systems as required.
- C. Schedule work during normal working hours, Monday thru Friday, 7:00 A.M. to 5:00 P.M. for residential streets. Major streets have work hours of Monday thru Friday 9:00

A.M. to 3:00 P.M. Contractor shall be respectful to residents regarding chipping, cutting, or other operations generating harsh or unusual noise. Prior approval by the appropriate Transportation Department staff is required for any and all work outside normal working hours, with the exception of emergency situations. Contractor shall inform affected property owners, in a manner acceptable to the County, at least twenty-four (24) hours prior to commencing work. Do not schedule any work on Saturdays or Sundays.

- D. **JOB SITE** – It was the Contractor’s responsibility as the bidder to visit the job site and to check any conditions that may have affected his/her bid, and the Contractor is presumed to have examined the site and familiarized himself/herself with all existing conditions, factors and items within, the scope of the work. When the Contractor submitted his/her bid, the Contractor acknowledged that he/she had informed himself/herself of all conditions. By the act of signing the bid, the Contractor was deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his/her bid figure to provide a complete service as shown or specified. Claims for allowances due to Contractor’s error or negligence in acquainting himself/herself with the site shall not be recognized.
- E. **DRESS CODE AND APPEARANCE** – The Contractor shall be required to provide uniforms, with the company name imprinted on them, for the contracted personnel. Contracted personnel shall wear uniforms, at all times, when on County projects.
- F. **TRAFFIC CONTROL** - Traffic Control is the sole responsibility of the Contractor. Additional traffic control may be required if existing traffic control is deemed insufficient. Continued lapse in traffic control may require a signed Traffic Control Plan approved by a private Traffic Engineer (T.E.) at the sole cost to the Contractor.
- G. **VEHICLE LABELING** – The Contractor shall provide company name, telephone number, and Contractor’s License number on all vehicles working on County projects. Labeling maybe permanent or temporary.
- H. **VEHICLE SAFETY** – Contractor must maintain and submit to the Transportation Department current OSHA certificates of all aerial devices, along with the most recent California Highway Patrol Commercial Vehicle Inspection Reports for the equipment being used on the job. The Contractor shall provide on their onsite vehicles a ‘backup warning device’ that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create confusion, a hazard, or block signage. The Contractor shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. Vehicles shall be in good working order, safe, legally registered to the Company, well maintained, and good in appearance. Contractor shall not exceed passenger vehicle occupancy safety ratings.
- I. **MINIMUM HEIGHT REACHING EQUIPMENT** – Contractor shall own and maintain a Bucket Truck able to reach a vertical height of at least 95 feet straight up.
- J. **VEHICLE OCCUPANCY LICENSING** – SHALL MAINTAIN AND SHALL PROVIDE A COPY OF EACH OF THE FOLLOWING LICENSES:
 - 1. The Contractor shall have a current and valid California Landscape (C-27) Contractor’s License and License must have been valid with the same Company for at least the past 5 years.

2. The Contractor shall have a current and valid California Tree Trimming (D-49) Contractor's License and License must have been valid with the same Company for at least the past 7 years.
3. A current and valid copy of the Contractor's Qualified Applicator License (QAL) including "B" & "C" Categories from a full-time permanent employee on staff;
4. A current and valid copy of the Pest Control Business License issued to the company performing the Tree Trimming work and must have the Pest Control Business License registered with their current County of operation. Contractor will be required to be registered with the Riverside County Agriculture Commissioner prior to the start of any work. A Pest Control Business License is required due to the right-of-way conditions and common public areas. More information is available at: <http://www.cdpr.ca.gov/docs/license/lictypes.htm>. The County of Riverside Transportation Department may request copies of all chemical/pesticide/herbicide monthly reports (pest control records and/or pesticide use reports) at any time for any reason. Contractor shall maintain to date, daily reports as required by the State and/or County requirements. Typical of bee removal, wound dressing, etc.

2.2 TREE PRUNING

All trees trimmed by the Contractor located within the County Right-of-Way and associated landscape easements shall be pruned according to the following specifications:

- A. All tree, shrub, and other woody plant work shall be completed in compliance with Approved American National Standard (ANSI) A300 Standards only (current and/or future updated versions). All Certifications of 'Certified Arborist' and/or 'Tree Worker' shall be by the International Society of Arboriculture (ISA) only and maintained as such.
- B. Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lesson wind resistance. The removal of such described branches up to one inch (2.5 cm) in diameter may remain within the main leaf area where it is not practical to remove.
- C. Specifically, trees shall be pruned in such a manner to:
 - a. Prevent branch and foliage interference with requirements of safe public passage. Over street clearance shall be kept to a minimum of sixteen (16) feet above the curb and eight (8) feet above the surface of the public sidewalk or pedestrian way. Exceptions are allowed for young trees that would be irreparably damaged by such pruning action
 - b. Remove all dead and dying branches and branch stubs that are one half (1/2) inch diameter or larger.
 - c. Remove all broken or loose branches.
 - d. Remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:
 - i. Branches that rub and abrade a more important branch.
 - ii. Branches or weak structure that is not important to the framework of the tree.
 - iii. Branches that, if allowed to grow, would wedge apart the junction of more important branches.
 - iv. Branches forming multiple leaders in a single leader type tree.

- v. Branches near the end of a limb that will produce more weight or offer more resistance to wind than the limbs are likely to support.
 - vi. Selective removal of undesirable sucker and sprout growth paying specific attention not to nick or damage the sprout or "burl".
 - vii. Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
 - viii. Selective removal of limbs obstructing buildings or other structures, or traffic signs. Generally, limbs closer than five (5) feet to a building or other structure should be removed unless doing so would severely damage a tree.
 - ix. Removal of branches that project too far outward beyond an otherwise symmetrical form.
- e. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.
 - f. Clear trees of water sprouts or sucker growth to a minimum height of eight (8) feet above the ground level. Exceptions are allowed for young trees that would be irreparably damaged by such pruning actions.
 - g. Obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the County District Road Maintenance Supervisor (or LMD Administrator/Inspector) to do otherwise.
 - h. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to said trees.
 - i. Clear all branches and foliage within ten (10) feet of primary electrical lines and three (3) feet to five (5) feet of secondary electrical lines.
 - j. Clear all branches that interfere with telephone, cable, and other utility lines within one (1) foot of lines, wherever feasible.

2.3 PALM TREE TRIMMING & SKINNING

- A. All palm trees located within the designated County maintained road parkways shall be trimmed and skinned according to the following specifications:
 - a. Remove all dead fronds and visible flower stalks.
 - b. Only the full green fronds at the crowns of the trees shall remain. See Attachment A.
 - c. All vines which are growing on palm trees shall be removed without injury to the trees.
 - d. Obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.
 - e. All dead fronds or parts thereof shall be removed to the surface of the trunk, leaving a clean, unscathed appearance throughout the entire length of the trunk, from the base to approximately eighteen (18) inches below the green fronds at the top of the trees.
 - f. Clear all fronds within ten (10) feet of primary electrical lines and three (3) feet to five (5) feet of secondary electrical lines.
 - g. Clear all fronds that interfere with telephone, cable, and other utility lines within one (1) foot of the lines, wherever feasible.
- B. No climbing irons, spurs, or spikes are to be used, with the exception of Palms over 90 feet in height, and only with County approval. Climber shall exit the bucket at the

highest vertical extended point (minimum 90 feet). Any damage done to trees is to be repaired immediately at no expense to the County.

- C. Contractor must provide provisions for sanitizing pruning tools in cases of infectious diseases.

2.4 UNACCEPTABLE PRUNING

The following procedures, or others that will result in tree decline, are not allowed: (Storm Damage and other extenuating circumstances exempted):

- A. Sever cutting back of all growing tips, usually called topping, pollarding, or hatracking.
- B. Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch ridge.
- C. Stub cutting where branch removal results in the base of the branch removed protruding more than approximately one fourth (1/4) inch beyond the zone of branch collar and branch bark ridge.
- D. Removal of a healthy main leader, for reasons other than power line clearance.
- E. Excessive cutting or lifting that exceeds the International Society of Arboriculture or County Standards.

2.5 REMOVAL OF DEAD OR DISEASED TREES AND PALMS

All trees and palms within the designated area which have been marked by County personnel with a red "X" shall be removed. Stumps shall be ground to a depth of at least 12 inches below grade. The hole or depression resulting from the removal shall be filled with soil and leveled to the existing surrounding grade, unless otherwise directed by County personnel.

2.6 PROPERTY DAMAGE

Damage done by the Contractor to any person or property, public or private, is the responsibility of the Contractor. Should any structure or property be damaged during the permitted or contracted tree operations, the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to the property damaged by Contractor personnel or operations shall be made within forty-eight (48) hours, except utility lines shall be reported immediately to the proper utility provider and repaired as soon as possible. Utility line repairs/replacement must be coordinated with the responsible utility provider or owner of the line. Repairs on private property shall be made in accordance with the appropriate Building Code under appropriate permits issued by the County of Riverside. Any damage caused by the permitted or contracted persons shall be repaired or restored by them, at their expense, to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the County.

2.7 SITE CLEAN UP

Cleanup of any debris resulting from any tree operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in a way that is a hazard to the public. All debris from the tree operations shall be cleaned up each day before the work crew leaves the site unless permission is given by the County to do otherwise. Areas are to be left in a condition equal to or better than that which existed before the commencement of tree operations.

All wood/waste generated by the Contractor as a result of this contract will be reduced, reused, recycled and /or transformed as follows:

- A. Reducing will include, but is not limited to, chipping, grinding, and or shredding operations. Disposal at a landfill for use in a cover program is acceptable.
- B. Reusing will include, but not limited to, using chipped, ground, or shredded tree material used as mulch.
- C. Recycling will include, but not limited to, chipped, ground, or shredded tree material used to produce compost.
- D. Transformation will include, but not be limited to, burning green waste, such as tree wood chips for producing energy.
- E. Contractor to be responsible for all dump fees.

Weight slips or other written verification, submitted along with billing invoice, will be required as proof of final disposal. If wood waste is not reduced, reused, recycled, and/or transformed, then the appropriate justification for not conforming to this contract requirement must be provided to the proper County representative. Any limbs removed which are four (4) to thirty (30) inches in diameter may be cut in eighteen (18) inch lengths, stripped of foliage and left on the parkway strip next to the tree for use by the residents of the neighborhood. However, any remaining wood left after seven (7) calendar days shall be removed by the Contractor, at their expense and taken care of in the same manner as other wood waste.

2.8 SPECIFICATIONS FOR "EMERGENCY/ON CALL WORK"

- A. The Contractor shall be required to provide emergency / on call response to hanging limbs, wind damaged or downed trees. This may be during the day, weekends, at night, or during storm conditions. The Contractor will be given specific locations and the work that is to be done at each location, via a telephone call from a County authorized representative. The Contractor then shall be required to start work indicated within two (2) hour grace period of the initial telephone call and is required to report back to the County Representative upon completion of the work specified.
- B. The Contractor is required to provide a 24-hour emergency phone number and/or pager number, and names of a minimum of two (2) contact individuals, within one week of the issuance of the contract. The names and numbers are to be provided to the individuals managing the said contract. Should the phone number or contact person change during the course of the contract, those changes must be provided to the County in a timely manner. In the event the Contractor cannot be contacted, or fails to respond to an "Emergency" call, a penalty of \$250.00 per hour (after the 2 hour grace period) will be deducted from any future work. These should be referred to as 'Liquidated Damages' and will be at the discretion of the County to enforce as needed.
- C. The Contractor shall be required to provide all traffic control during the emergency operations. Should the work involve high voltage lines, the Contractor shall be required to notify the responsible utility company.
- D. The County will, at the discretion the Contract Administrators, elect to pay a two (2) hour minimum for Emergency Work for staging of personnel and equipment, at the Contractor request.
- E. Work performed under the emergency provisions of this contract shall be paid strictly under the description set forth under the Extra Work Section of the associated Cost Proposal. The County will determine, with date and time of the initial call the factor,

straight time or overtime Emergency Work. Any other items shall be negotiated on a time and materials basis. This shall include any other specialized labor, tools, equipment, disposal fees, and materials necessary for the emergency work that are not included under the Extra Work Section of the associated Cost Proposal. The Contractor shall not assume the County will approve a cost above and beyond the set prices set forth in the Cost Proposal. The Contractor shall supply a list of manpower and equipment rates to be charged, and indicate the 20% mark-up percentage for materials and any other costs. This list is to be provided to the appropriate County representative.

2.9 SAFETY

- A. Contractor shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours, but shall apply continuously.
- B. Contractor shall conform to all governing safety regulations.

2.10 EXTRA WORK

- A. All extra work must have written approval prior to the work being performed.
- B. Any products or services not otherwise specified in this specification shall be negotiated between the Contractor and the County at a price agreed upon by both parties.

2.11 PERFORMANCE EVALUATION

The performance of the tree trimming work will be reviewed and monitored by the County. During these reviews, the County will utilize an inspector to document the findings. The County may review individual projects or trees at any given time with or without the presence of the Contractor.

Implementing a rating scale for designated trimming tasks and overall performance will be evaluated on a point system. A rating falling below 70% of all possible points will be deemed unsatisfactory. **A 10% reduction of the invoiced amount will be assessed for each tree and/or project the evaluation rating is defined unsatisfactory. Two consecutive ratings may, at the discretion of the County, result in termination of the entire contract.**

Evaluation/review items may include but not limited to: Overall crown reduction, overall tree lifting, overall tree pruning, safety, site cleanliness, quality, traffic control, etc.

**EXHIBIT B
PAYMENT PROVISIONS**

COST PROPOSAL – TREE TRIMMING HIGHWAY OPERATIONS DIVISION		
NORMAL WORK		
Description	Unit Price	Unit Description
Full Trim (under 12 diameter inch)	\$54.00	each
Full Trim (between 13 and 30 diameter inch)	\$94.00	each
Full Trim (over 31 diameter inch)	\$124.00	each
Street Tree Trimming – clearance maintenance trim	\$34.00	each
Complete Tree and Stump Removal	\$17.00	diameter inch
Stump Removal Only	\$5.00	diameter inch
EXTRA WORK		
Palm Tree Trimming	\$39.00	each
Palm Tree Skinning	\$7.00	linear foot
Crew Rental – 3 men, aerial unit, dump truck, chipper, and all necessary fuel and tools.	\$149.00	per hour
Crew Rental – 2 men, aerial unit, dump truck, chipper, and all necessary fuel and tools.	\$99.00	per hour
Crew Rental – 1 man	\$49.00	per hour
Emergency work call out – 3 men, aerial unit, dump truck, chipper, and all necessary fuel and tools.	\$184.00	per hour

COST PROPOSAL – TREE TRIMMING L&LMD 89-1-C		
NORMAL WORK		
Description	Unit Price	Unit Description
Full Tree Trim (any size tree)	\$37.00	Each
Palm Tree Trimming (per attached detail)	\$34.00	Each
Palm Tree Skinning (per a linear foot)	\$6.00	Per Linear Foot
Complete Tree and Stump Removal (with stump grind)	\$124.00	Each
EXTRA WORK		
Street Tree Trimming – clearance maintenance trim	\$24.00	Each
Stump Removal Only (with stump grind)	\$19.00	Each
Crew Rental – 3 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	\$149.00	Per Hour
Crew Rental – 2 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	\$99.00	Per Hour
Crew Rental – 1 man	\$49.00	Per Hour
Emergency work call out – 3 men, aerial unit, dump truck, chipper, and all necessary labor, fuel, and tools.	\$184.00	Per Hour