

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WEST COAST ARBORISTS, INC. FOR TREE SERVICES

NAME OF CONTRACTOR:	West Coast Arborists, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Patrick Mahoney, President
CONTRACTOR'S ADDRESS:	2200 E. Via Burton Street Anaheim, CA 92806
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Director of Community Services
COMMENCEMENT DATE:	January 1, 2011
TERMINATION DATE:	December 31, 2016, unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	Not to exceed \$1,330,176 per year, as more fully described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND WEST COAST ARBORISTS, INC. FOR TREE SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and West Coast Arborists, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work.

(a) CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

(b) The CITY shall provide CONTRACTOR with a project schedule that sets forth the cycle of when the work described in the Scope of Work shall be performed (i.e. trees to be pruned every x months, etc.)("Project Schedule"). The CONTRACTOR shall adhere to the Project Schedule provided by the CITY. The CITY in its sole discretion may amend the Project Schedule at any time during the term of this Agreement.

Section 2. Term of Agreement.

(a) The term of this Agreement shall commence on January 1, 2011 and terminate on December 31, 2016, unless extended by the City as set forth herein.

(b) The City Manager or his designee may extend the term of this Agreement for up to three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

For the term of this Agreement and any subsequent term approved by the CITY, CITY agrees to compensate CONTRACTOR and CONTRACTOR agrees to accept in full satisfaction for the services performed and items provided (i.e. tree stock), compensation based on the unit prices set forth in Exhibit B. The maximum amount of compensation provided to CONTRACTOR for each calendar year shall not exceed \$1,330,176 or such other amount set forth in the purchase order approved by the City.

(b) Expenses

The unit prices set forth in Exhibit B includes reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services/Modifications to Services.

CITY shall have the right, in its sole discretion, to require CONTRACTOR to perform additional services not included in Exhibit A, Scope of Work, modify the Scope of Work, and omit portions of the Scope of Work. All additional work shall be performed at the same unit prices listed in Exhibit B. If the rate for such work is not listed in Exhibit B, CONTRACTOR shall submit a fair cost estimate for the work to be performed in writing, which is subject to CITY's prior written approval. CONTRACTOR may perform such work once CITY has approved a change order in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall receive a two (2) percent discount for payments received by CONTRACTOR within twenty (20) days of the invoice date, as described in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation as required by the state of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and auto liability shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Performance Bond. CONTRACTOR shall be required to furnish CITY with a Faithful Performance Bond in the amount of 100% of the annual contract amount. The Faithful Performance Bond shall be furnished to CITY upon execution of the Agreement. The surety(ies) who provides the bonds must be authorized by the Insurance Commissioner to transact the business of insurance in the State of California. The bond must be submitted on the form set forth in Exhibit D of this Agreement.

Section 14. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the yearly performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 15. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 16. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 17. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of ten (10) year(s). CITY shall have access, without charge, during normal business hours to such

records, and the right to examine and audit the same and to make copies of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 18. Changes in the Scope of Work. The City Council hereby authorizes the City's Parks and Urban Forest Manager the right to order, in writing, changes in the Scope of Work (including any additions or deletions to or from the Scope of Work) as long as the cost for the Scope of Work and any change orders does not exceed the maximum yearly compensation set forth herein. Any changes in the Scope of Work requested by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work (unless otherwise set forth herein) must be agreed to by both parties in writing.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 20. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 22. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

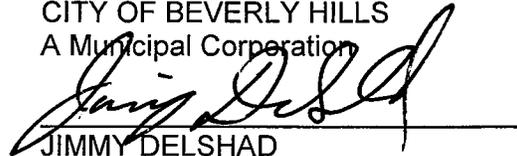
Section 25. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 26. Penalties. CONTRACTOR and CITY agree that if completion of certain services to be provided by CONTRACTOR under this Agreement as specified in Exhibit A and Exhibit B are delayed, not performed or performed in a manner outside of the specifications set forth herein, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the Agreement. This is in addition to CITY's other remedies allowed by law. When a penalty is assessed by the CITY, the CITY may

deduct the amount from the current invoice or the CONTRACTOR may remit payment to the CITY within ten days of notification.

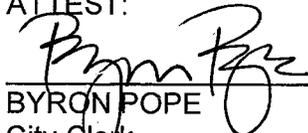
EXECUTED the 21st day of December 2010, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

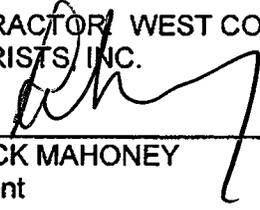
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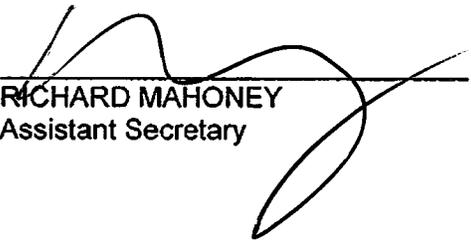
(SEAL)

BYRON POPE
City Clerk

CONTRACTOR WEST COAST
ARBORISTS INC.

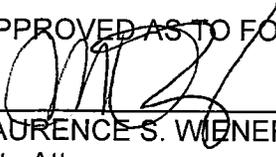


PATRICK MAHONEY
President



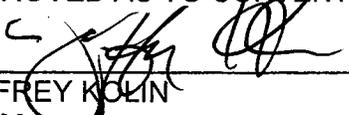
RICHARD MAHONEY
Assistant Secretary

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

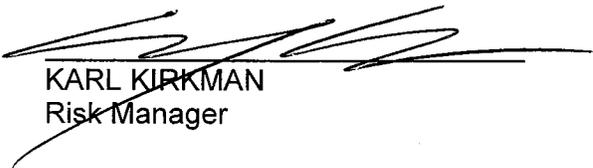
APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



NANCY HUNT-COFFEY
Interim Director of Community Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

The CONTRACTOR shall perform and/or provide the following services in accordance with this Scope of Services when requested by the CITY or as set forth in the CITY's approved Project Schedule. The General Specifications apply and CONTRACTOR shall adhere to such terms when performing the specific services set forth in the Project Schedule. The specific services are described in Section B "Technical Specifications." CONTRACTOR shall adhere to the terms of the Technical Specifications when providing services.

SECTION A: GENERAL SPECIFICATIONS

1. CONTRACTOR shall provide all labor, expertise, materials, and equipment necessary for the provision of CITY tree care services specified herein, which includes, but is not limited to, tree trimming, tree removal, stump grinding, tree planting, watering of young trees, maintenance of tree basins, repair of irrigation systems damaged during the pruning, removal or planting of trees, establishment of grass seed, grading and preparation of parkway areas for seeding and tree installation, identification of utility locations, traffic control, notification of customers by mail, entry of data into and maintenance of web based tree inventory and work history tracking system. These services are part of the unit prices set forth in Exhibit B and unless otherwise provided, no additional compensation is provided to CONTRACTOR for such services. CONTRACTOR shall also be required to report any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, blocked traffic control devices or signage, and dead, dying or structurally deficient trees. Water utilized for the services under the Agreement shall be furnished by CITY.
2. CONTRACTOR shall complete all work to the satisfaction of and under the supervision of the Parks and Urban Forest Manager or designated representative.
3. CONTRACTOR shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute criteria and the standards and requirements described herein in providing tree services to ensure that trees in CITY receive the best possible care that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Agreement.
4. CONTRACTOR shall provide service that ensures the safety of employees and the public while minimizing inconvenience to the public and disruption of traffic while working in CITY.
5. CONTRACTOR shall endeavor to maintain good public relations at its worksites and shall conduct its work in a manner which will cause the least possible interference with, or annoyance to, the public.
6. CONTRACTOR shall during the term of the Agreement, hold valid State California Contractor's Licenses C-61/D49 and C- 27.

7. CONTRACTOR shall comply with CONTRACTOR's Quality Control Plan, attached as Attachment 1 to Exhibit A, throughout the term of the Agreement. The Quality Control Plan shall provide CITY with an effective and efficient means of identifying and correcting problems throughout the entire scope of services.
8. CONTRACTOR shall comply with CONTRACTOR's Safety Manual, attached as Attachment 2 to Exhibit A, that meets SB 198 requirements for injury and illness prevention.
9. CONTRACTOR shall maintain a local office staffed by a representative during regular work hours, which for purposes of this Exhibit shall be defined as Monday through Friday from 8:00 a.m. to 4:00 p.m.(excluding holidays. Such representative shall be authorized to discuss matters pertaining to the Agreement.
10. Upon commencement of the Agreement, CONTRACTOR shall provide a list of emergency numbers for after hours work to the Parks & Urban Forest Manager. "After hours work" shall be defined as work performed outside regular work hours. CONTRACTOR shall have a tree service supervisor available by telephone on a 24-hour basis who is assigned to provide prompt attention to requests from CITY for emergency and after-hours tree service requests. The response time for emergency and after-hours work requests shall not be greater than one (1) hour. CONTRACTOR shall deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage to a large number of trees requiring the commitment and focus of significant resources and manpower for several days. Failure to respond to tree emergency and after-hours work requests within the specified time limits shall subject CONTRACTOR to the penalties described in the Penalty Schedule, Exhibit B.
11. **Staff Qualifications/Appearance:** All persons performing tree work on CITY trees shall be trained according to tree care standards accepted by the International Society of Arboriculture.
 - a. CONTRACTOR shall employ personnel qualified by reason of education, training and experience to perform the services specified in this Agreement.
 - b. Any person employed under this Agreement who fails or refuses to carry out the directions set forth under this Agreement or in the opinion of the Parks and Urban Forest Manager is incompetent, disorderly; or uses threatening or abusive language or is otherwise unsatisfactory while performing work under the Agreement, shall be immediately removed from performing work under this Agreement and shall not again perform services under the Agreement except by written consent of the Parks and Urban Forest Manager.
 - c. CONTRACTOR shall staff each project work site with a Supervisor who holds a current ISA (International Society of Arboriculture) Certified Arborist credential. All worksite supervisors employed by CONTRACTOR shall be fluent in written and spoken English, and possess adequate technical background to ensure that all work is accomplished with the special provisions of this contract.
 - d. All CONTRACTOR personnel engaged in the actual trimming of CITY trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers, traffic control staff) shall have received sufficient

EXHIBIT A

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training so as to be capable of performing their functions in a safe and proficient manner.

- e. CONTRACTOR's employees shall have:
 - i. Proper licenses to operate equipment.
 - ii. Ability to operate and maintain equipment in accordance with manufacturer recommendations.
 - iii. Mechanical ability to make required operator adjustments to the equipment being used.
 - iv. Knowledge of safety regulations as they relate to tree care and traffic control.
 - v. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
 - vi. Ability to communicate orally and in writing in English.
 - vii. Knowledge of tree care and related operations.
- f. CONTRACTOR shall provide a standard uniform for its personnel consisting of at least a collar shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform. CONTRACTOR employees shall appear neat and well-groomed. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. CONTRACTOR employees shall wear orange safety vests when operating machinery or/while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws. Violations of uniform and/or safety apparel requirements shall subject CONTRACTOR to penalties as described in Exhibit B.

12. Notification:

- a. At least seven (7) working days prior to the commencement of any non-emergency work at any tree site, CONTRACTOR shall, by mailing, notice the occupant(s) of that property of the type of work that shall be performed and the anticipated time frame during which the work shall be performed.
- b. At least seventy two hours (72) in advance of work, CONTRACTOR shall supply and post standardized signage on the trunk of the tree at the site work at which work is to be performed, with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause damage to the tree. In the event that a tree trunk is not available for posting, CONTRACTOR shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.
- c. The use of door hangers and/or door knocking is not permitted in CITY. All notifications must be mailed.

- d. Beginning non-emergency work without notification shall subject CONTRACTOR to the penalties described in the Penalty Schedule, Exhibit B.
- e. Postings shall not be left in place once work has been completed. Leaving postings on trees once work has been completed shall subject CONTRACTOR to the penalties described in the Penalty Schedule of Exhibit B.
- f. The routine watering of young trees shall be exempt from these notification and posting standards.

13. **Traffic control:**

- a. At no time shall CONTRACTOR commence or carry on with work that presents a hazard to pedestrians or vehicular traffic.
- b. Prior to the commencement of, and for the duration of, any work in any area, CONTRACTOR shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines. All operations shall be conducted by CONTRACTOR to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.
- c. CONTRACTOR shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.
- d. CONTRACTOR shall be responsible for the placement of "Sidewalk Closed" signage at the perimeter of any sidewalk or pathway that leads pedestrian traffic into the work zone.
- e. Any operation that results in a blockage of, or produces debris which could enter into, vehicular traffic zones will require the use of a flag person equipped with, and using, a SLOW/STOP traffic paddle. Work in two way traffic zones will require the use of two (2) flag persons. The placement of a traffic paddle into a safety cone shall not be considered a substitute for the required flag person(s).
- f. Where CONTRACTOR's work is in progress, each street shall remain open to local traffic at all times unless prior arrangements have been made and approved by the Parks and Urban Forest Manager or designated representative and CITY's Traffic and Transportation Division.
- g. Violations of traffic control standards defined herein shall be subject to the penalties described in the Penalty Schedule of Exhibit B.

14. **Wildlife protection:**

- a. Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of nests or wildlife of any type.

- b. CONTRACTOR shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by the Parks and Urban Forest Manager or designated representative.
 - c. At no time shall any nest or wildlife be moved from its location.
 - d. In the event that wildlife is accidentally displaced and needs assistance, CONTRACTOR shall notify Community Services Department and the nearest appropriate animal rescue facility for assistance, as described in CONTRACTOR's exhibit entitled "Protection of Wildlife plan", attached as Attachment 4 to Exhibit A, for assistance.
15. **Pre-inspection:**
- a. Prior to the commencement of any work in the vicinity of any tree, CONTRACTOR shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, CONTRACTOR shall take appropriate action to protect same.
 - b. If, during the course of pre-inspection, CONTRACTOR identifies damage to private property or CITY property that exists before the onset of work, CONTRACTOR shall digitally photo-document and report such damage to an Urban Forest Inspector prior to commencing work in that area. Digital photo-documentation shall be time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and log of report to an Urban Forest Inspector shall be considered the responsibility of CONTRACTOR.
16. **Utility Operations:** CONTRACTOR shall adjust work schedules when utility operations prevent maintenance during a specified time frame. No additional compensation shall be allowed for complying with these requirements.
17. **Work in the vicinity of aerial utilities:** All persons performing tree work on CITY trees in or around primary electrical lines shall be trained to do so according to the "Electrical Safety Orders: of the State of California, including all amendments and revisions.
18. **Setup, Operations, Equipment Staging:**
- a. CONTRACTOR shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow.
 - b. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block.
 - c. Equipment shall never be stored or left unattended on a public street, CITY facility or private property.
 - d. The staging of equipment shall be bound by the work hour restrictions defined herein.

19. **Identification and reporting of hazards:** While performing work of any type, the tree worker should inspect for any obvious hazards related to trees. All hazardous situations should be corrected or promptly reported to CITY. Any defective or weakened trees shall be reported to the Parks and Urban Forest Manager or designated representative.
20. **Work Site Conditions:** The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public.
21. **Access to Private Property:** No employee of CONTRACTOR shall enter a fenced or otherwise secured area of private property without the consent of the property owner.
22. **Site Cleanup:**
 - a. CONTRACTOR shall remove branches, limbs, logs or any other debris resulting from any tree operations and clean the work site and all areas associated with the work site promptly upon completion of each task.
 - b. CONTRACTOR shall endeavor to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to CONTRACTOR operations shall be immediately cleaned up.
 - c. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated.
 - d. CONTRACTOR shall cease work immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff).
 - e. Rights of way shall not be used to stage unattended debris generated during regular work hours.
 - f. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches.
 - g. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.
 - h. No material is to be allowed to enter any storm drain.
 - i. Debris staged in parkway(s) due to a night time emergency response shall be clearly coned off and emergency taped off and shall be cleaned up to in conformance with the standards described in this Exhibit prior to 10:00 am the first business day after the emergency call out occurred.
 - j. If the volume of debris from a night time emergency exceeds the storage capacity of the parkway(s), CONTRACTOR shall make arrangements to remove the debris immediately.
 - k. Debris shall not be stored unattended in any portion of a traffic lane at night.

- I. All debris generated by CONTRACTOR in the performance of work shall become the property of CONTRACTOR after the time of site clean-up. CONTRACTOR shall dispose of all generated debris at no additional cost to CITY and shall dispose of debris as is consistent with the requirements of AB 939.
- m. Failure to comply with site cleanup requirements shall subject CONTRACTOR to the penalties described in Exhibit B.

23. **Record keeping:**

- a. CONTRACTOR shall provide and operate, at no cost to CITY, a computerized tree inventory system that is capable of uploading historic data and that is compatible with the current CITY inventory system (web-based SQL Server 2008). This system shall be password accessible twenty four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided by CITY, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of this contract.
- b. CONTRACTOR shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past and future work histories for any and all tree sites in the inventory, both individually and collectively by query.
- c. All aspects of the tree inventory system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of CONTRACTOR and shall be provided at no cost to CITY. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the Agreement.
- d. Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

24. **Protecting the integrity and value of the urban forest.** If, at any time, CONTRACTOR is unclear on what course of action to follow in the field, CONTRACTOR shall consult with an Urban Forest Inspector. CONTRACTOR shall never take an action that will result in the permanent disfigurement of structures or trees. Disfigurement of trees/structures shall subject CONTRACTOR to penalties as described in Exhibit B.

EXHIBIT A

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25. **Working Hours.**

- a. A "Normal Work Zone" shall be defined as a residential or low traffic volume street. CONTRACTOR's regular work hours for Normal Work Zones shall be limited to the hours between 8:00 AM and 4:00 PM Monday through Friday, excluding recognized holidays. Deviation from regular work hours in Normal Work Zones, shall not be allowed without prior written consent of the Parks and Urban Forest Manager.
- b. A "Special Work Zone" shall be defined as a business area or high volume traffic street such as Olympic, Wilshire or Santa Monica Boulevard or where night work is required. Work will only be allowed during the night or on Sundays in Special Work Zones during times set by the Parks and Urban Forest Manager or designated representative.

26. **Night Work.**

- a. When working at night CONTRACTOR shall provide adequate lighting which allows for safe and proper performance of work, as well as inspection of same.
- b. While working at night, CONTRACTOR shall minimize the impact of noise upon neighbors.
- c. CONTRACTOR shall not use chainsaws for work performed at night unless it is an emergency situation.

27. **Contractor's Equipment.**

- a. All equipment used and all maintenance practices employed shall be subject to the inspection of the Parks and Urban Forest Manager or designated representative and shall meet safety and functional requirements. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision shall be cause to have the equipment removed from the job site.
- b. CONTRACTOR shall maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of CONTRACTOR's equipment is attached as Attachment 3 to this Exhibit A. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the Agreement. All equipment shall be approved by CITY prior to commencement of services.
- c. CONTRACTOR shall notify the Parks and Urban Forest Manager or designated representative of any change in the equipment inventory during the performance of the Agreement. This notification shall be in the form of an updated equipment inventory list, presented in the form of a memorandum on dated company letterhead. When provided and approved by the CITY, it shall be made a part of this Agreement as if fully set forth herein and shall replace the previous inventory

list. Failure to comply with this provision will be grounds to remove CONTRACTOR from the job site until such time as equipment inventory discrepancies are addressed to be compliant with the inventory list set forth in Attachment 3 or equivalent list approved by CITY.

- d. CONTRACTOR shall not park or store equipment or materials overnight at any CITY work site.
 - e. All CONTRACTOR vehicles and equipment operating under this Agreement shall be clearly marked with CONTRACTOR'S identification.
 - f. CONTRACTOR shall make annual submissions of current OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used throughout the term of the Agreement.
28. **Authority and Inspections.** The Parks and Urban Forest Manager's authorized representatives shall at all times have access to the work site and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and character of materials used in the work. Whenever CONTRACTOR varies the period during which work is carried out, CONTRACTOR shall give due notice to the Parks and Urban Forest Manager so that property access for inspection may be provided. CONTRACTOR shall comply with any instructions given by the Parks & Urban Forest Manager representative upon inspection of the work.
29. **Questions.** CONTRACTOR questions regarding the performance of the work shall be directed to the Parks and Urban Forest Manager.
30. Alterations, modifications or deviations from the work described in the scope of services by CONTRACTOR shall be subject to the prior written approval of CITY. In such event, any necessary price adjustments shall be made by mutual consent of the parties.
31. **Inspection of work.** CITY's Community Services Department Urban Forest Inspector staff, shall inspect work during the performance of work or when deemed necessary. Any work found not to be acceptable will be noted in writing and shall be subject to the penalty provisions and schedule set forth in the Penalty Schedule of Exhibit B.
32. **Work Deficiencies.**
- a. CITY shall notify CONTRACTOR in writing of any deficiencies in work. CONTRACTOR shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, CITY has the right to terminate the Agreement or deduct payment as is proportionately appropriate for non-compliance with the specified provisions of the Agreement.
 - b. All work which CITY determines is defective or deficient shall be removed and replaced by CONTRACTOR in a manner acceptable to CITY at CONTRACTOR's own expense.

- c. If any portion of the work performed under the Agreement proves defective or not in accordance with the specifications, and the deficiency, as determined by CITY, does not make the work dangerous or undesirable, the Parks and Urban Forest Manager shall have the right and authority to retain the work, but may make deductions in the payment due CONTRACTOR as is proportionately appropriate for the deficiency.

33. Risk Management.

- a. Tree work is a controlled task. At no time shall CONTRACTOR perform work in a manner so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment).
- b. Failure to maintain such controls shall subject CONTRACTOR to penalties as described in Exhibit B. In addition to such penalties, CONTRACTOR shall be responsible for the mitigation of any damage related to a loss of control incident at CONTRACTOR's sole cost and expense.

34. Accidents, Injuries.

- a. CONTRACTOR shall conduct all work outlined in the Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all CITY County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including Contractor employees, agents of CITY, vendors, members of the public or others from injury or damage to their property.
- b. CONTRACTOR shall cooperate fully with CITY in the investigation of any accident, injury or death occurring on CITY property including a complete written report to the Parks and Urban Forest Manager within 24 hours following the incident.
- c. **Property Damage.**
 - i. Should any structure or property be damaged during tree operations, CONTRACTOR shall immediately notify CITY and owners or authorities.
 - ii. Repairs to property damaged by CONTRACTOR shall be made within forty eight (48) hours.
 - iii. In the event of damage to utility lines, CONTRACTOR shall report the damages to utility and make arrangements for the utility to make repairs.
 - iv. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by CITY.

- v. Any damage caused by CONTRACTOR shall be repaired or restored at CONTRACTOR's expense to a condition similar or equal to that existing before such damage, or CONTRACTOR shall repair such damage in a manner acceptable to the Parks & Urban Forest Manager.
 - vi. CONTRACTOR shall repair any damage as directed by CITY that CONTRACTOR incurs to sprinkler systems in City parkways within 24 hours so as to minimize damage to affected lawns.
 - vii. CONTRACTOR shall notify the Parks and Urban Forest Manager immediately of any utility that is disturbed or damaged.
35. **Insecticides, Herbicides, Fungicides.** At no time shall CONTRACTOR use, store or transport any insecticide, herbicide or fungicide in the City of Beverly Hills without the prior written consent of the Parks and Urban Forest Manager. Violation of this chemical use policy will be subject to penalties as described in Exhibit B and can result in the termination of the Agreement.
36. **Gasoline Powered Blowers.** The use of gasoline powered blowers (handheld, backpack) is prohibited at all times within CITY. Violation of this policy shall subject CONTRACTOR to penalties as described in Exhibit B.

SECTION B. TECHNICAL SPECIFICATIONS

The following Section contains descriptions and technical specifications for the detailed services and materials which will be necessary to provide services under this Agreement.

The following specifications shall be adhered to regardless of tree being serviced and/or the type of service being performed including, but not limited to, tree pruning, tree removal, stump grinding, tree planting, tree watering, repairs or record keeping related to any tree activity.

1. Hardwood Tree Pruning

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

- a. **Full Prune:** 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 safety pruning. Full Pruning should consist of one or more of the following pruning types:
 - i. **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, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

- ii. 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, seldom should more than one-fourth of the live foliage be removed.
 - iii. 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.
 - iv. Crown restoration: *Crown Restoration* is a corrective pruning used as a means to restore the form of crowns that have been previously damaged by storms or poor pruning practices. This treatment is best performed by tree workers who have a good understanding of the effects of pruning on the development of tree crowns.
- b. **Crown Raising/Safety Prune**: A *Crown Raising or Safety 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 safety prune does not involve the detail of work found in a full prune. Crown raising or safety pruning may consist of one or more of the following pruning types:
- i. 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.
 - ii. Safety Prune: *Safety prune* is employed as a means of eliminating potentially hazardous limbs (dead/dying) from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Safety pruning does not involve the fine detail work described herein as "full prune".

2. **Specifications for hardwood tree pruning**: the specifications for the pruning of hardwood trees are as follows:

- a. Consult with an Urban Forest Inspector before making any cut that would result in permanent disfigurement of the structure of a tree.

- b. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Over-street clearance shall be kept to a minimum of seventeen (17) feet 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, CONTRACTOR shall not prune the tree until such time as direction is obtained from an Urban Forest Field Inspector.
- 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 penalized as described within Part Seven (7).
- 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 that are one-half (1/2) inch diameter or larger shall be removed.
- h. All broken or loose branches shall be removed.
- i. Those 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 end weight and thus decrease the likelihood of limb failure.
- 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 an Urban Forest Inspector 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 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 CITY to aid in the safety of climbers performing the removal of a tree.
- x. Gas powered chainsaws shall only be used for emergency situations; pruning cuts over 4" in diameter and tree removals unless permission is granted, in writing, by the Parks and Urban Forest Manager or designated representative.

3. **Palm Tree Pruning**

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

Palm Prune: *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.

4. **Specifications for palm tree pruning:** the specifications for the pruning of palm trees are as follows:

- a. While making an approach to the palm crown for pruning, CONTRACTOR shall inspect the trunk of the palm tree for signs of decay, insect frass bird nesting or any other condition suggestive of a structural abnormality. Upon finding any

condition suggestive of a structural abnormality of the palm stem, CONTRACTOR shall report to an Urban Forest Inspector 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 palm tree in the City of Beverly Hills. The use of chainsaws to prune any frond from any palm tree will result in the penalties described in Exhibit B. 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 or nut, 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 palm tree in CITY. Failure to adhere to this standard will result in the penalties described in Exhibit B. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with, can cause staining to, hardscape elements. CONTRACTOR shall be responsible for removing palm fruit related stains from private property hardscape elements.
- d. Maintenance of the ornamental ball or nut, located at the upper portion of the palm trunk, directly below the live fronds, shall be as described by species as follows:

Phoenix canariensis (Canary Island Date Palm): spent petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts 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 live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Beverly Hills, CONTRACTOR may use a chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences. CONTRACTOR shall use care not to cut into live trunk tissue while maintaining the ornamental ball. CONTRACTOR shall remove any foreign plant material that has sprouted in an ornamental ball. CONTRACTOR shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

Phoenix dactylifera (Date Palm): spent petiole bases are left to form a supportive "nut" below the lowest green fronds of the crown. Unlike the ornamental ball of a *Phoenix canariensis* (Canary Island Date Palm), the nut does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the nut, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Beverly Hills, CONTRACTOR may use a chainsaw in forming and/or shaping the nut of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. CONTRACTOR shall use care not to cut into live trunk tissue while maintaining the nut. CONTRACTOR shall verify that the nut meets the standard described herein each time a Date Palm is pruned.

Syagrus romanzoffianum (Queen Palm): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Archontophoenix cunninghamiana (King Palm): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Washingtonia robusta (Mexican Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, CONTRACTOR shall skin the trunk area below the nut clean without causing damage to live trunk tissue. CONTRACTOR shall verify that the nut meets the standard described herein each time a Mexican Fan Palm is pruned.

Washingtonia filifera (California Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, CONTRACTOR shall skin the trunk area below the nut clean without causing damage to live trunk tissue. CONTRACTOR shall verify that the nut meets the standard described herein each time a California Fan Palm is pruned.

5. **Tree Removal**

Any tree work performed on a CITY tree must be done according to CITY's specification.

Tree Removal: *Tree removal* consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system by grinding.

6. **Specifications for tree removal:** the specifications for tree removal are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. The diameter price given by CONTRACTOR for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.

- c. As stated previously herein, 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. CONTRACTOR shall notify the Parks and Urban Forest Manager or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. CONTRACTOR shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- d. CONTRACTOR shall comply with wildlife protection standards described in Attachment 2.
- e. 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 an Urban Forest Inspector for assistance. The errant removal of trees shall be penalized as is described in Exhibit B.
- f. During a tree removal, 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 freefall and create damage of any type. Loss of control incidents shall be penalized as is described in Exhibit B.
- g. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in CITY. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in CITY. The use of cranes and certified operators shall not result in additional charges to CITY and is part of the unit price set forth in Exhibit B for the specific service.
- h. While loading and handling debris, CONTRACTOR shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, CONTRACTOR shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- i. 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. Chip shall not be used as a backfill material.
- j. Clean up after a tree removal and/or stump grinding shall include the repair of any barren areas or divots created during the tree removal by filling with topsoil and seeding with a fescue turfgrass seed. Seed shall be covered by a one-quarter (1/4) inch topdressing of well decomposed organic fines. This is part of the unit price provided for the service and no additional compensation is provided.
- k. 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.

EXHIBIT A

- I. CONTRACTOR shall inspect for, and correct, any settling that has occurred at any tree removal site for a period of no less than six (6) months after the tree removal/stump grinding has been completed. Correction is defined to include the restoration of a smooth and even grade to the parkway and the seeding and topdressing of barren areas related to the tree removal site as specified previously herein.

7. **Tree Planting**

Any tree work performed on a CITY tree must be done according to CITY's specification.

Tree Planting: *Tree planting* consists of the installation of nursery stock container or palm trees supplied by CONTRACTOR.

8. **Specifications for tree planting:** the specifications for tree planting are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- 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. 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 an Urban Forest Inspector for assistance. In excavating planting pits, 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 compacted sufficiently so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, 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. CONTRACTOR shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, nails) shall be removed from the planting pit prior to backfilling.

- g. CONTRACTOR shall install the tree or palm 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), CONTRACTOR shall install the tree or palm so that the top of root ball is two (2) inches above surrounding grade. CONTRACTOR shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- h. 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. CONTRACTOR shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
- j. While backfilling, 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, 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.
- k. 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 Century Universal Tree Ties (or CITY approved equivalent) installed as per manufacturer's specifications.
- l. Upon completion of the planting of a tree, CONTRACTOR shall seed and topdress any barren areas within ten (10) feet of the center of the trunk of the tree. The seed shall be a tall fescue turfgrass type applied at a rate of one (1) pound per one hundred (100) square feet. The seed shall be topdressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings shall not be allowed. CONTRACTOR shall include seed establishment information for the property owner in the mailed notification prior to every tree planting. This is part of the unit price for the service and no additional compensation is provided.
- m. CONTRACTOR shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

9. **TREE WATERING**

Tree Watering

Any tree work performed on a CITY tree must be done according to CITY's specification.

Tree Watering: *Tree watering* consists of the irrigation of young trees which have been installed by CONTRACTOR and the irrigation of other trees as directed by CITY.

10. **Specifications for tree watering:** the specifications for tree planting are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. As stated previously herein, CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall take all responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall not use hoses, equipment or water from private properties when watering parkway trees.
- d. While performing tree watering, CONTRACTOR shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
- f. CONTRACTOR shall maintain a daily log of trees watered. The log shall list the tree watered by site (e.g. 0000 N. Any Street F-1). A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by CONTRACTOR.

**ATTACHMENT 1 TO EXHIBIT A
QUALITY CONTROL PLAN**

5-16 PRELIMINARY WORK PLAN

WORK PLAN

Should West Coast Arborists, Inc. be awarded a contract for the management of the City's Urban Forest, we are prepared to perform the following:

CONTRACT MANAGEMENT

- Obtain all required insurance and bonds as specified in the RFQ.
- Obtain any and all Business Licenses and/ or permits.
- Execute a Contract for the Management of the City's Urban Forest.
- Conduct a Pre-Job meeting with City staff prior to commencement of work.
- Submit a detailed work schedule with specific dates to the City for approval.

MOBILIZATION

- Prepare our existing facility in the City of Beverly Hills for work to be accomplished.
- Identify and acquire any trees required for tree planting.
- Mobilized the assigned vehicles, equipment and materials required for this project.

NOTIFICATION

- Identify the list of addresses required for notification.
- Prepare and print notices & mailers as approved by the City.
- Mail out notices & mailers at required time prior to commencement of work.
- Post official "No Parking" signs on City-of-Way at a minimum of 24 hours in advance.

TREE INVENTORY

- Conduct a Pre-Job Meeting exclusive to the tree inventory process. Discuss the basis for evaluating the City's Urban Forest management requirements and recommendations.
- Prior to commencement of work, we will provide a complete inventory of the City's Urban Forest compatible to the City's inventory software program.
- Provide the City with recommendations for tree species, recommended planting locations, recommended removals and recommended tree cycles.

COMMENCEMENT OF WORK

- Report work location to the City Inspector daily.
- Perform vehicle, equipment and material inspection prior to leaving the facility.
- Insure English-speaking Certified personnel at the job site at all time.
- Set up traffic Control in accordance with the Work Area Traffic Control Handbook.
- Work in accordance with the City's Tree Pruning Guidelines and the ANSI Standards.
- Perform tree removal, tree planting, small tree care and tree watering in accordance with the City's Guidelines and the ANSI Standards.
- Provide all safety measures necessary for public protection.
- Avoid work or any other activity on private property.
- Use any means to the best of our ability to protect private property.
- Maintain excellent public relations with the community.
- Meet with City Inspector(s) on a daily basis and report the day's activities.
- In the event of an emergency, provide immediate response and take action at the City's request in a safe and efficient manner.

5-16 PRELIMINARY WORK PLAN

INCEPTION OF WORK PERFORMED

- Insure that the Quality Control Plan is enforced.
- Review pruning methods to insure the highest level of pruning standards are being used.
- Notify damage of property (public and private) to the City Inspector immediately.
- Property damage measures to take place within 48 hours of occurrence.
- Remove all debris and material for the job site.
- Inspect final work, including cleanup of worksite(s) each day.
- Record work completed in data record format for proper inventory update.
- Maintain the List Tracking System and review with City staff.
- Maintain a clean facility at all time.

INVENTORY UPDATE

- Submit daily work records to our Information Management team.
- Update the work completed into the City's own tree inventory program.
- Provide the City with accurate tree maintenance updates on a bi-monthly basis.
- Print any reports relative to the tree inventory to accommodate the City's needs.
- Provide the city with Annual Tree Care Reports that summarizes the work performed for the previous fiscal year.



PROJECT TEAM

For this very important project, we propose to have Dave Cooper act as the Project Manager and Herminio Padilla as the Project Supervisor. Denise Rodriguez shall be the Customer Service Representative for the Project Team. Her responsibilities will include assisting the team in scheduling, resident notification, acquiring trees and handling customer inquiries. Jesus A. Montes will serve the City of Beverly Hills as the Project Foreman. He has been with WCA since October 1989 and is a Certified Tree Worker (#WCISA-583C). His responsibilities include performing and directing tree pruning operations. Nelson Aguirre will serve the City of Beverly Hills as the Small Tree Care Project Foreman. He has been with WCA since March 2002 and is a Certified Tree Worker (#WCISA-1460C). His responsibilities include performing small tree care operations and various tree-related tasks as directed by the City.

PROJECT VEHICLES & EQUIPMENT

Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program. In addition to aerial lift devices, dump trucks, flatbed trucks and roll-off containers, we will also utilize a crane for removals and planting, loaders for debris removal, special aerial lift devices for higher elevated trees. Specific vehicles and equipment dedicated to the City of Beverly Hills is located in the previous Equipment section.

PRELIMINARY PROJECT SCHEDULE

Based on the past work experience in the City of Beverly Hills, as well as nearly two hundred other California municipalities, West Coast Arborists, Inc. has developed the following Preliminary Project Schedule. The schedule consists of seven work characteristics to encompass all facets of tree care within the City of Beverly Hills.



5-16 PRELIMINARY WORK PLAN

PRUNING CYCLES

In accordance with the City's RFQ, we have created a preliminary schedule utilizing the recommended pruning cycles. Understanding that all individual tree species require routine maintenance based on the demand of species maintenance, environmental conditions, and the maintenance department's ability to provide service. In general, all individual tree species are assigned a maintenance need (high, medium, or low) based on past performance in the City. These needs correspond to a minimum and maximum number of years recommended between maintenance visits. The pruning cycle options are as follows:

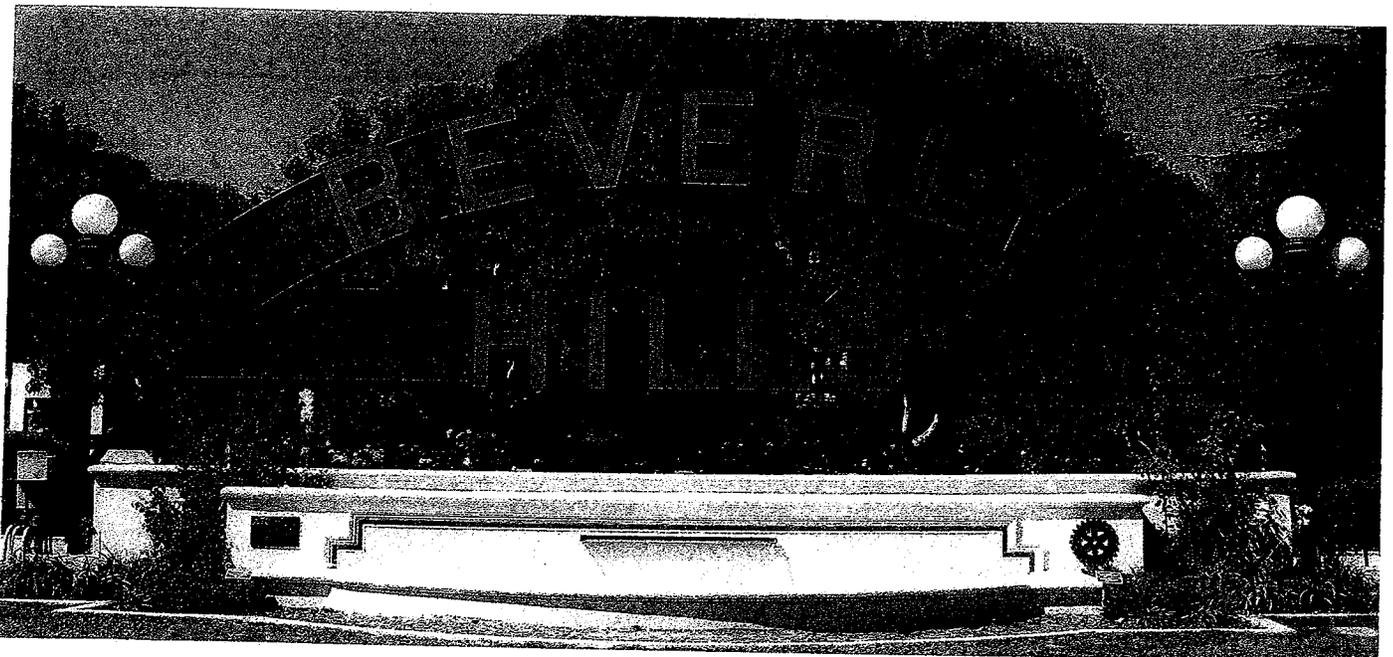
High Maintenance: These trees require pruning on an annual basis due to high visibility or possible hazardous conditions. They include the Business District, all major arterials streets, and all of the palm trees citywide.

Medium Maintenance: These trees require pruning every three years. They also include all of the ficus species citywide, which are to be done biannually.

Low Maintenance: These trees require pruning on a four year basis. They are all other trees in the City, including, but not limited to Ash, Sycamore, Elm, Jacaranda, Magnolia, Oak, Pine and Liquidamber.

WCA COMMITMENT

WCA is committed to working with City staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means of perform tree care services. We will adhere to the schedule established by the City and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.



5-16 PRELIMINARY WORK PLAN

Pruning Schedule

Effective fiscal year 2010/2011 the proposed pruning schedule could be as follows:

High Maintenance

<i>FY 2010/2011</i>	<i>FY 2011/2012</i>	<i>FY 2012/2013</i>	<i>FY 2013/2014</i>
Downtown District	Downtown District	Downtown District	Downtown District
500 Ficus (Night)	500 Ficus (Night)	500 Ficus (Night)	500 Ficus (Night)
300 Ficus (Sunday)	300 Ficus (Sunday)	300 Ficus (Sunday)	300 Ficus (Sunday)
400 Palms (Night)	400 Palms (Night)	400 Palms (Night)	400 Palms (Night)
100 Ficus (Day)	100 Ficus (Day)	100 Ficus (Day)	100 Ficus (Day)
3500 Various Palms	3500 Various Palms	3500 Various Palms	3500 Various Palms

Bi-Annual

<i>FY 2010/2011</i>	<i>FY 2011/2012</i>	<i>FY 2012/2013</i>	<i>FY 2013/2014</i>
1400 Ficus Citywide	1400 Ficus Citywide	1400 Ficus Citywide	1400 Ficus Citywide

Medium Maintenance

<i>FY 2010/2011</i>	<i>FY 2011/2012</i>	<i>FY 2012/2013</i>	<i>FY 2013/2014</i>
1500 Ash Species	300 Bottle Brush	200 Tulips	1500 Ash Species
	1700 American Elms	400 Japanese Privets	
	400 Liquidambar		

Low Maintenance

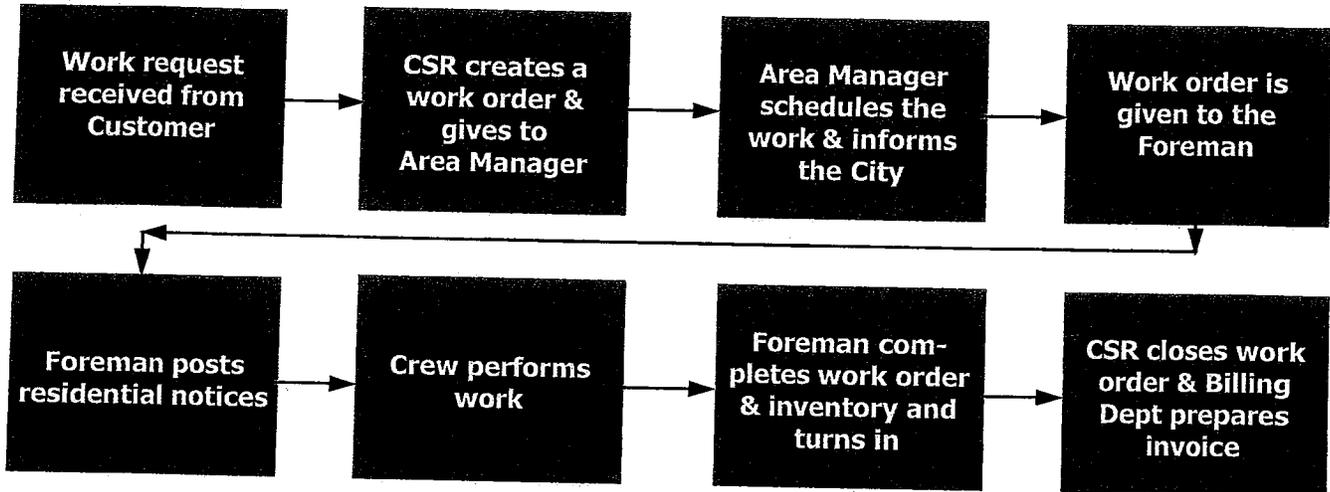
<i>FY 2010/2011</i>	<i>FY 2011/2012</i>	<i>FY 2012/2013</i>	<i>FY 2013/2014</i>
800 Oak Species	1200 Jacarandas	200 Podocarpus	1900 Pine Species
	100 Flame Trees	1200 Magnolias	300 Eucalyptus
		300 Camphors	

5-16 PRELIMINARY WORK PLAN

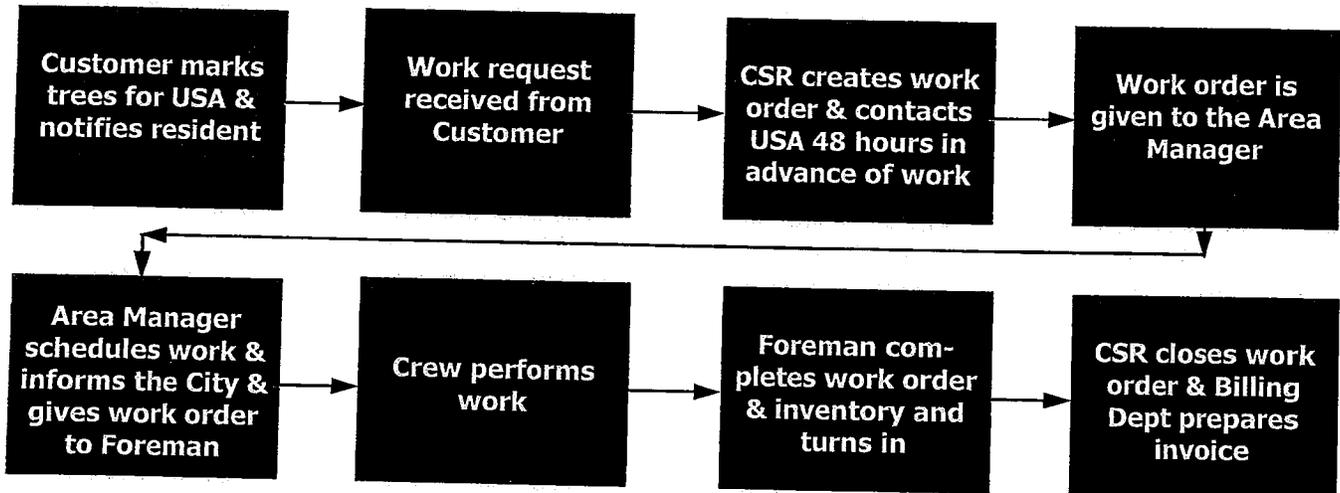
THE WORKFLOW PROCESS

When work is ordered from WCA we follow standard procedures for each. Shown below are flowcharts for pruning, removals and planting:

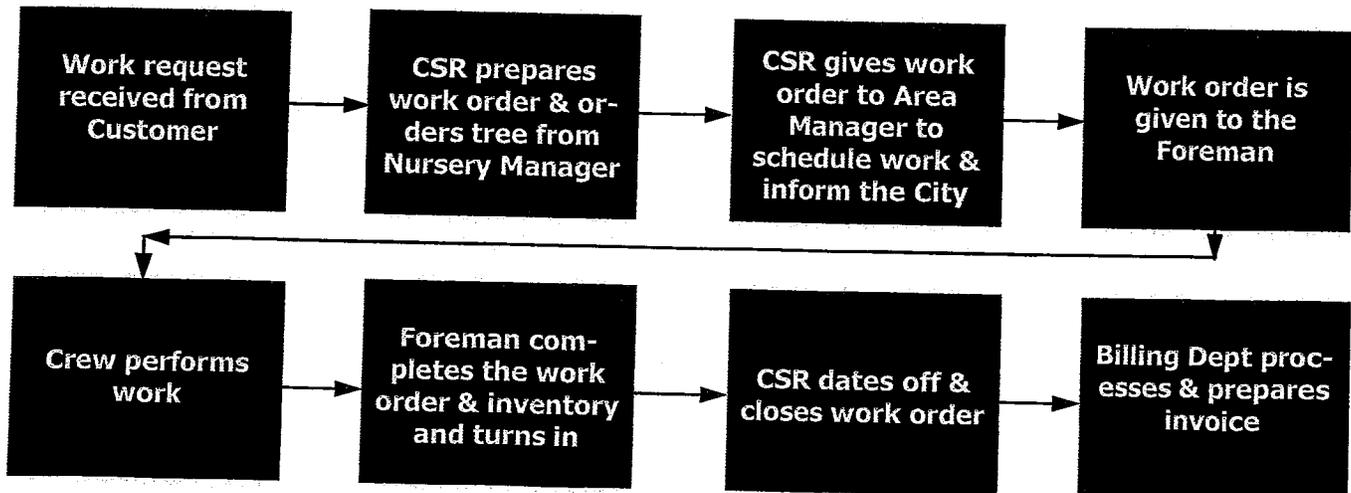
PRUNING FLOWCHART



REMOVAL FLOWCHART



PLANTING FLOWCHART



**ATTACHMENT 2 TO EXHIBIT A
CONTRACTOR'S SAFETY MANUAL**

Injury & Illness Prevention Program

GENERAL INDUSTRY SAFETY ORDERS

Every employer engaged in tree work shall have and employees shall be instructed in a set of operating rules, including but not limited to, the appropriate rules below:

- 1) All equipment shall be operated by qualified personnel.
- 2) No part of the body shall be used to locate or attempt to stop a hydraulic leak.
- 3) Rotary drum or disk-type brush chippers shall be fed from the side of the center line, and the operator shall immediately turn away from the feed table when the brush is taken into the rotor.
- 4) Employees shall never place hands, arms, feet, legs, or any other part of the body on the feed table when the chipper is in operation or the rotor is turning.
- 5) The brush chipper chute shall not be raised while the rotor is turning.
- 6) Material such as stones, nails, sweepings, etc. shall not be fed into the brush chipper.
- 7) Vehicles shall not be operated at speeds which will endanger the driver or workers.
- 8) Power saw engines shall be stopped when carrying for a distance greater than 100 feet, or in hazardous conditions such as slippery surfaces or heavy underbrush. Saw shall be at idle speed when carried short distances.
- 9) The engine shall be stopped for all cleaning, refueling, adjustments, and repairs to the saw or engine where practical, except where manufacturer's procedures require otherwise.
- 10) When using back power units for pruning or clearing, the operator shall heed the position of all personnel while the unit is running.
- 11) Tree workers shall not carry tools in their hands while climbing.
- 12) Employees shall maintain a safe working distance from other employees when using hand tools.
- 13) Employees shall not throw or drop tools from trees unless warning has been given and the ground area is clear, and the act of dropping will not endanger personnel.
- 14) Pole pruners and pole saws shall be hung securely in a vertical position to prevent dislodging. Pole pruners or pole saws shall not be hung on utility wires or cables, or left in the tree overnight. Pole saws shall be hung so that the sharp edge is away from the employee.
- 15) Climbers shall inspect the ropes for cuts or abrasions before starting work. If any cuts or serious abrasions are found, the rope shall be immediately repaired or removed from service.
- 16) Chopping tools shall be swung away from the feet, legs, and body.
- 17) Chopping tools shall not be driven as wedges or used to drive metal wedges.
- 18) The employee shall work from the uphill side whenever possible when doing limbing or bucking.
- 19) The employee shall block the log to prevent rolling, when necessary.
- 20) When bucking up trunks of trees, wedges shall be used so that the tree will not bind the guide bar or chain.

Programa de Prevención de Lastimaduras y Enfermedades

ORDENES GENERALES DE SEGURIDAD DE LA INDUSTRIA

Cada empleador que esta involucrado en trabajo de árboles debe instruir sus empleados en las reglas de operación, incluyendo pero no esta limitado, las reglas apropiadas son las siguientes:

- 1) Todo el equipo debe ser operado por personal calificado.
- 2) Ninguna parte del cuerpo debe ser usada para ubicar o parar una fuga hidraulico.
- 3) Tambor rotatorio o tipo disco sera alimentado a un lado de la linea del centro y el operador se alejara hacia un lado de la mesa alimentadora.
- 4) Un empleado no debe poner sus manos, brazos, pies, piernas o cualquier otra parte de su cuerpo en la mesa alimentadora cuando el Molino esta en operación o el rotor esta prendido.
- 5) La tolva de la motosierra no debe ser levantada mientras el rotor esta en funcionamiento.
- 6) Material como piedras, clavos, y basuras, etc. no deben ser puesta en el molino.
- 7) Los vehículos no deben ser conducidos altas velocidades que pongan al chofer o trabajadores en riesgo.
- 8) Motosierras deben ser mantenidas apagadas si va a caminar a mas de 100 pies de distancia, o se encuentra condiciones peligrosas como son la superficies resbalosas o se encuentra mucha maleza. La motosierra debe ser mantenida en ocio cuando se lleva a distancias cortas.
- 9) El motor debe estar parado para hacer el mantenimiento; para limpiar, poner gasoline, reparaciones a la motosierra o motor cuando sea practico, excepto cuando el fabricante lo indique o lo requiera.
- 10) Cuando use una unidad de electricidad, el operador debe prestar atención al personal de la cuadrilla mientras la unidad esta en operación.
- 11) Trabajadores de árboles no cargaran herramientas mientras trepan un árbol.
- 12) Empleados mantendran una distancia segura mientras trabajan con herramientas de mano.
- 13) Empleado no tiraran herramientas desde arriba de un árbol solamente si han dado un aviso del peligro y la cuadrilla del suelo ha sido avisada y esta clara y el acto de tirar la herramienta no dañara a ninguna persona.
- 14) Podadores telescópico y podadores de serrucho telescópico deben asegurar y colgar vertical para prevenir que se desprendan. Los podadoras telescópica y serrucho telescópica no deben ser colgadas en las lineas de utilidades, cables o dejar por la noche en el árbol. Serruchos telescópicos seran colgadas con el lado filoso lejos del empleado.
- 15) Trepadores deben inspeccionar el lazo por cortaduras o desgaste antes de comenzar a trabajar. Si se encuentran cortaduras o desgastes serios, el lazo debe ser reparado inmediatamente o ser removido de servicio.
- 16) Herramientas de corte deben ser giradas lejos de los pies, piernas y cuerpo.
- 17) Herramientas de corte no deben ser usadas como calza o manejar un calce de metal.
- 18) El empleado si trabaja en una subida debe trabajar cuesta arriba cuando sea posible y esté desrame o trozando.
- 19) El empleado debe boquear el tronco para prevenir que se ruede, cuando sea necesario.
- 20) Cuando troze un tronco , una calce debe ser usada para no compremir la guía o cadena.



PRINCIPLES OF SAFETY

Your safety, and that of those who work with you, is one of our greatest concerns. With an alert safety attitude, you can help eliminate accidents. All employees are expected to follow the WCA Ten Principles of Safety, which were developed by WCA employees:

- Come to work rested and alert;
- Follow all established safety policies and standards;
- Only use equipment that you have been properly trained to use;
- If you are unsure, ask questions and ask for help;
- Do not underestimate power lines, service lines or guide wires;
- Always wear your safety gear;
- A WCA vehicle will not be operated without a valid California Driver's License;
- Be aware and do not take chances;
- Drugs and alcohol is a zero tolerance at WCA;
- Plan your work and work your plan.

As well as:

- Keep walkways and aisles, the space around desks, all exits and all work areas clean and clear of obstructions, cords, spills, boxes, etc.;
- Use ladders or step stools to retrieve out of reach items; do not climb on shelves or chairs;
- Use appropriate cutting tools when opening boxes, and cut away from your body;
- Use proper lifting techniques: bend knees, firmly grasp the load, lift using leg muscles and keeping your back straight;
- Do not lift heavy or awkward loads without assistance;
- Report hazards or unsafe conditions to your Foreman or supervisor;
- Refrain from smoking in non-designated WCA areas.

The above list is not all-inclusive, but is intended to provide an overview of safety guidelines. You are also required to abide by all additional safety rules that apply to your job or work location.

SAFETY AND TRAINING PROGRAMS AND POLICIES

WCA abides by all state and local safety standards as well as utilizes current industry regulations which is most applicable for our region and working conditions. Every employee is responsible for safety. To achieve our goal of providing a completely safe work environment, everyone must be safety conscious. WCA is continually reviewing effectiveness of our safety programs through review, which includes field personnel, safety leadership and Management review.

LOS PRINCIPIOS DE SEGURIDAD

La seguridad de usted y de los que trabajan con usted es nuestra mayor preocupación. Con una actitud alerta de seguridad, usted puede ayudar eliminar accidentes. Todos los empleados son esperados obedecer los 10 Principios de Seguridad de WCA, fueron desarrollados por empleados de WCA:

- Venga a trabajar descansado y alerta;
- Siga todas las reglas y pólizas establecidas de seguridad y estándares;
- Use solamente el equipo que ha sido entrenado apropiadamente para operar;
- Si no está seguro, haga preguntas y pregunte por ayuda;
- Nunca minusvalore las líneas eléctricas, líneas de servicio o cables de guía;
- Siempre use su equipo de seguridad;
- Los vehículos de WCA no serán conducidos sin una licencia válida de California;
- Sea conciente y alerta no tome un riesgo
- Drogas y alcohol Zero Tolerancia en WCA
- Planea su trabajo y trabaje su plan.

Como tambien:

- Mantenga caminos, entradas, filas, el espacio alrededor de su escritorio y todas las áreas de trabajo limpias y claras de obstrucciones, cuerdas, cordones, derrames, cajas, etc.;
- Use una escalera o banco para alcanzar artículos fuera de su alcance y corte una caja o artículo hacia afuera y lejos de su cuerpo;
- Use las técnica apropiada para levantar un artículo pesado: doble las rodillas, agarre el artículo firmemente, levante con los musculos de las piernas, manteniendo su espalda derecha;
- No levante una carga pesada o defícil de levantar sin ninguna asistencia;
- Reporte peligros o condiciones no seguras a su Foreman o Supervisor;
- Abstenerse de fumar en lugares no designados en áreas de WCA.

La lista de arriba no es inclusive, pero es intencionada para proveer información general de una guía para la seguridad. Usted tambien es requerido seguir todas las reglas que aplican a su trabajo o localidad de trabajo.

ENTRENAMIENTO Y SEGURIDAD PROGRAMAS Y PÓLIZAS

WCA sigue todos los estándares del estado y locales como tambien utilice la regulaciones de la industria que son aplicables a nuestra region y condiciones de trabajo. Cada empleado es responsable por la seguridad. Para alcanzar nuestra meta de un ambiente seguro y completo, todos deben ser concientes con la seguridad. WCA continuamente revisa lo eficaz cual es nuestro programa de seguridad atraves de revisions que incluye personal de afuera, liderazgo de seguridad y Revisión de Gerencia.

Employees are required to adhere to all Cal OSHA Safety Standards. Failure to comply with all Safety Standards will be justification for termination.

SAFETY PROGRAM

Safety standards are top priority at WCA. Our line of work demands that all work is performed in a manner which provides the maximum safety to the general public as well as our employees. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. We have been recognized repeatedly by our insurance carriers and Cal-OSHA for outstanding safety training efforts. We have a full time Safety and Training Specialist that is professionally trained in the field of horticulture and continues to keep abreast of the latest developments in safety as well as the fields of arboriculture and horticulture.

Our team of professionals is committed to maintaining an effective Injury and Illness Prevention Program (IIPP). This program complies with the requirements of the California Code of Regulations and contains the following elements: Responsibility, Compliance, Communication, Hazard Assessment and Control, Accident Investigation, Safety Rules and Procedures, Training and Instruction, and Record-keeping.

The Safety and Training teams will develop, implement and improve a company-wide safety plan in order to maintain a safe work environment for the benefit of all employees and the communities we serve. This includes the following programs:

Orientation

- Pre-Job Training, Training with Video, and Hands On Training
- Equipment and Machinery Safety
- Basic Personal Protective Equipment (PPE)
- Back Injury Prevention

On-the-Job Training

- Buddy System
- Bi-weekly Tailgate Safety Meetings

Classroom Training Programs

- Leadership Training Programs
- International Society of Arboriculture Certification Programs

Job Skills Development

- Quarterly Safety Meeting Training
- Elective Programs for Specialized Jobs

Todos los Empleados son requeridos adherirse a los Estandares de Cal OSHA. Si usted falla en cumplir con los Estandares de Seguridad terminación sera justificada

PROGRAMA DE SEGURIDAD

La mayor prioridad de WCA son los Estandares de Seguridad. Nuestro tipo de trabajo exige que el trabajo sea desempeñado de una manera que provee seguridad maxima al publico en general como a nuestros empleados. Tenemos uno de los programas mas extensivos en la industria. Nosotros provemos un programa avanzado tecnológicamente con herramientas para entrenamiento y sesiones instruccionales en toda la compañía. Hemos sido reestructurados varias veces por nuestra compañía de aseguranza y Cal-OSHA para mejorar nuestros esfuerzos de entrenamiento. Tenemos un Especialista de Seguridad trabajando tiempo completo que ha sido profesionalmente entrenado en la area de Horticultura y continua aprendiendo los ultimos desarrollos de la industria como tambien como en la horticultura y arboricultura.

Nuestro equipo de profesionales esta comprometido para en mantener un Programa para Prevenir Lastimaduras y Enfermedades (IIPP). Este programa cumple con los requisitos de los Codicos y Regulaciones de California y contiene los siguientes elementos: Responsabilidad, Cumplimiento, Comunicación, Evaluación y Control de Peligro, Investigación de Accidentes, Reglas y Procedimientos de Seguridad, Entrenamiento y Instrucción y Mantenimiento de Archivos.

Los equipos de Seguridad y Entrenamiento desarrollan, implementan y mejoran el plan de seguridad en toda la compañía para mantener un ambiente de trabajo seguro para el beneficio de todos los empleados y las comunidades que servimos. Está incluye los siguientes programas:

Orientación

- Entrenamiento antes de comenzar un trabajo, Entrenamiento por Video, Entrenamiento Manos a la obra
- Seguridad de Equipo y Maquinaria
- Equipo Personal y Protector (PPE)
- Prevención de lastimadura de la espalda

Entrenamiento en la Cuadrilla

- Sistema de Compañero
- Juntas de Quincenales de Seguridad

Programas de Entrenamiento de Salon

- Programas de Entrenamiento en Liderazgo
- Programas de Certificación de La Sociedad Internacional de Arboricultura

Desarrollo de Trabajo

- Juntas Trimestral de Seguridad y Entrenamiento
- Programas elegidos para trabajos Especializados



Program Review/Development & Safety Communications

- Regional Safety Meeting & Safety Suggestions
- Supervisors Meeting
- Crew Development Meeting
- Safety Committee
- Safety Audits
- Facility Inspections
- Accident Investigation and Follow Up
- Crew Evaluations
- Distribution of Safety Bulletins and information from the Safety Trainer
- Safety Materials are posted on bulletin boards and/or in employee lunch-rooms including Cal-OSHA A300 Log

Incentive Programs

- Crew Lunches
- Individual Safety Lottery
- Employee of the Month Program
- Safe Crew Award

ORIENTATION

The success of a well developed Safety Program depends upon the effectiveness of the training effort. Basic safety orientation allows us to communicate the attitude of management, the general specific safety rules and regulations and the ways and means of developing good, productive and safe work habits. Basic employee's orientation must be completed before the first day of an assignment to a crew.

It shall be the responsibility of the Safety Trainer to provide the new employee training. Such training includes:

- Orientation and issuance of the Company Safety Rules and Safe Work Practices
- Introduction of the employee to his/her work, fellow employees, working conditions and work procedures
- Discussion about the Company's Safety Policies and Programs as these relate to the employees work setting
- Review emergency procedures for reporting accidents, gaining medical treatment and evacuating the premises
- Document training by use of form- Employee Training Checklist Form
- Training with Video- These video presentations are in co-operation with the National Arborist Association
- Hands on training with the chipper chainsaw, chipper truck, driving of company vehicles, map reading and review of job responsibilities.

Revisión de Programa de Desarrollo y Comunicación en Seguridad

- Juntas Regionales de Seguridad y Sugerencias de Seguridad
- Junta de Supervisores
- Junta de Desarrollo de Cuadrillas
- Comité de Seguridad
- Inspección de Facilidad
- Investigación de Accidentes y Seguimiento
- Evaluaciones de Cuadrilla
- Distribución de boletín de Seguridad y información del Entrenador de Seguridad
- Material de Seguridad son puestas en un boletín o en el cuarto de almuerzo incluyendo el registro de Cal-OSHA A300 Log

Programas de Incentivo

- Almuerzos de Cuadrilla
- Lotería de Seguridad Individual
- Programa de Empleado del Mes
- Certificado de Cuadrilla Segura

ORIENTACIÓN

El éxito de un Programa de Seguridad bien desarrollado depende del eficaz esfuerzo del entrenamiento. Orientación básica de Seguridad permite que comuniquemos la actitud de Gerencia, las reglas generales específicas de seguridad y regulaciones y las maneras en que podemos desarrollar buen, productivo y seguros hábitos de trabajo. La orientación básica de un empleado debe ser completada antes del primer día de trabajo con su cuadrilla.

Será la responsabilidad del Entrenador proveer el nuevo empleado con el entrenamiento. Tal entrenamiento incluye:

- Orientación y distribución de las Reglas de Seguridad de la Compañía y Prácticas Seguras del Trabajo
- Introducción al empleado a su trabajo, compañeros de trabajo, condiciones de trabajo y procedimientos de trabajo
- Discusión de las Pólizas de Seguridad y Programas de la Compañía como se relacionan al trabajo
- Revisión de procedimientos de emergencia, como reportar accidentes, recibiendo atención médica y evacuar el local
- Documentar entrenamiento usando una forma- Lista de revisión Entrenamiento para el nuevo empleado
- Entrenamiento por Video-Los videos son presentados en cooperación con la Asociación Nacional de Arboristas
- Entrenamiento-manos a la obra con la motosierra, molino, vehículo con molino, manejar los vehículos de la compañía, como leer un mapa, revisión de las responsabilidades de trabajo.

EQUIPMENT & MACHINERY SAFETY

- Do not attempt to clear jams while machines are in operation. **Machines must be turned off!** Do not put your hands or any part of your body into moving equipment at any time.
- No part of the body shall be used to locate or attempt to stop a hydraulic leak.
- Rotary drum or disk type brush chippers shall be fed from the side of the center line and the operator shall immediately turn away from the feed table when the brush is taken in to the rotor.
- The brush chipper chute shall not be worked on or unclogged until machine has been turned off and cutter heads have come to a complete stop and are in a locked position.
- Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged.
- Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor has had an opportunity to examine it.
- Unauthorized use of equipment is prohibited.
- Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor.
- Equipment shall only be used for its specified purpose.

BASIC PERSONAL PROTECTIVE EQUIPMENT (PPE)

This is the minimum personal safety gear and always includes the following items:

- Safety glasses;
- Hearing protection;
- Work shirts;
- Hard hat;
- Gloves and back protection are supplied but are optional dependent upon job duty.

Additional PPE may be required for specialized tasks. This gear, which is supplied by WCA, shall be returned to WCA upon termination of employment. WCA is not responsible for any personal property that is lost, stolen or damaged.

BACK INJURY PREVENTION

Causes of Back Injury

Pulling, twisting, jumping and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too

SEGURIDAD DE EQUIPO Y MAQUINARIA

- No intente destrabar una maquina cuando la maquina está en operación. **La maquina debe estar apagada!** No ponga sus manos o cualquier parte de su cuerpo en el equipo que está en funcionamiento en cualquier tiempo.
- Ninguna parte de su cuerpo debe ser usada para parar una fuga hidraulica.
- Tambor rotatorio o tipo disco molino debe ser alimentado al lado del centro y el operador se alejara inmediatamente de la mesa alimentadora cuando las ramas son tomadas por el molino.
- La tolva no debe ser trabajada o destrabada al menos que el Molino haiga sido apagado y los cuchillos haigan parado de girar completamente y estan puestos en la posición atrancada.
- Las protecciones deben estar en cada maquina mientras está en operación. Ningún resguardo de seguridad debe ser quitado.
- Cualquier equipo que parezca dañado o defectuoso no debe usarse hasta que un mecánico o supervisor haya tenido la oportunidad de examinarlo.
- El uso no autorizado del equipo es estrictamente prohibido.
- Nunca opere, arregle o ajuste ningún equipo hasta que usted haya sido entrenado en la operación de la seguridad o procedimientos de mantenimiento.
- Los equipos deben de ser usados solamente para su propósito específicos.

EQUIPO PERSONAL PROTECTOR (PPE)

Esté es el equipo minimo de protección personal y siempre debe incluir los siguientes artículos:

- Lentes de seguridad
- Protección para el audio
- Camisas de trabajo
- Casco
- Guantes y protector para la espalda son providas pero son opcionales dependiente de las tareas de trabajo.

Adicionalmente PPE puede ser requerido dependiendo en las tareas especializadas. Esté equipo, cual es provido por WCA, sera regresado a WCA cuando se termine su empleo con WCA. WCA no es responsable por la propiedad personal que sea perdida, robada o dañada.

PREVENCIÓN DE LASTIMADURAS DE ESPALDA

Las Causas de Lastimaduras de Espalda

Jalando, torciendo, brincando, y resbalo son las causas mas comunes de lastimaduras de espalda. Levantando objetos incorrectamente puede lastimar la espalda. Levantando con la espalda y no sus piernas, levantando de una manera difícil, o tratando de mover material demasiado grande



large for one person can lead to injury. Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Muscle strains and sprains – soft tissue injuries - cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur.

How Back Injuries Happen

Lifting

- Large objects
- Irregularly-shaped objects
- Over the shoulder

Twisting

- While feeding brush into a chipper
- While positioning in a bucket for a tree
- While dragging brush, reaching, using long poles
- From sudden slips due to poor ground conditions
- On slippery equipment in rain

Jumping

- Off truck bed or out of truck cab
- Over fences
- Off ladders
- Out of trees

Pulling

- Ropes
- Hangers
- Trees, on removals

Preventive Measures

Employees can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Before lifting any weight:

- Be sure clear the travel path available if the weight is to be carried from one place to another.
- Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.
- Make a preliminary lift to be sure the load can be safely handled.
- Place feet solidly on the walking surface.
- Crouch as close to the load as possible with legs bent at an angle of about

para una persona puede causar una lastimadura. Hasta movimientos simples pueden causar una lastimadura en la espalda. Hacer un paso desde un vehículo, doblando sobre una herramienta pequeña, o alcanzar mas de la cuenta puede causar una torcedura en los musculos de la espalda.

Torceduras de la espalda – son lastimaduras de tejidos suaves-causan los mayores problemas en la espalda de arboristas. Estan son lastimaduras temporales. Mas importante, torceduras usualmente precede a una lastimadura mas seria, lastimaduras cronicas que debilitant los ligamentos, discos y vértbra. De una manera, lastimaduras de tejidos suaves es una señal de aviso que una lastimadura mas seria, y permanente puede ocurrir.

Como Ocurren Lastimaduras de la Espalda

Levantando

- Objetos grandes
- Objetos que son de forma irregular
- Levantar arriba del hombro

Torcer

- Mientras alimenta ramas al molino
- Mientras se posiciona en la cubeta para apodar el árbol
- Mientras arrastra ramas, alcanza, usando ganchos largos
- De repente resbalos por las condiciones del suelo
- Resbalos en el equipo cuando llovido

Brincar

- De un vehículo
- Encima de una cerca
- De una escalera
- De un árbol

Jalar

- Lazo
- Rama colgando
- El remover árboles

Medida Preventiva

Los empleados pueden mantener su espalda saludable estirando y hacer ejercicio, conociendo como la espalda trabaja, y usando técnicas simples para levantar.

Antes de levantar cualquier peso:

- Esté seguro que aclare su camino, si el peso debe ser cargado de un lugar a otro lugar.
- Decida exactamente como el objeto debe ser cargado para evitar lados filosos, raja, astillas, o otras cosas que pueden causar una lastimadura.
- Intente levantar preliminarmente para estar seguro que la carga está segura.
- Ponga sus pies sobre una superficie solida
- Agachese lo mas cerca posible a la carga que sea posible con las piernas dobladas en un angulo de 90 grados.

90 degrees.

- Keep back as straight as possible. It may be far from vertical but should not be arched.
- Lift with the legs, not the back, keeping the weight as close to the body as possible.
- Use a second worker when necessary.

ON-THE-JOB TRAINING

- Buddy System is where new employees are assigned a “buddy” where experienced employees help new employees acclimate to the job.
- Biweekly Tailgate Safety Meetings are held bi-weekly and on each crew and consists of 70 separate training sessions that are an easy and effective method for presenting tree care safety to employees.

CLASSROOM TRAINING PROGRAMS

WCA provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Arborist and Tree Worker study programs and a variety of National Arborists Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction and maintaining professional conduct.

- Leadership Training Programs focus on continued training and study utilizing the WCA Crew Leader Training Program.
- International Society of Arboriculture is a worldwide professional organization dedicated to fostering a greater appreciation for trees and to promoting research, technology, and the professional practice of arboriculture.

JOB SKILLS DEVELOPMENT

These are job skill specialty tasks that are provided through WCA educational courses through the Quarterly Safety Meeting Training which include the following:

- ISA Certified Arborist
- ISA Certified Tree Worker- Climber & Lift
- ISA Municipal Specialist
- ISA Utility Specialist
- WCA Qualified Arborist
- WCA Qualified Tree Worker
- WCA Crewleader Training
- CCO Certified Crane Operator
- CaUFC Certified Urban Forester

- Mantenga su espalda derecha lo que sea posible. Quisas no esté en posición vertical pero no debe estar en posición de arco.
- Levante con sus piernas, no su espalda, manteniendo la carga lo mas cerca de su cuerpo que sea posible.
- Use un segundo trabajador cuando sea necesario.

ENTRENAMIENTO CON SU CUADRILLA

- Sistema de Compañerismo dondé el nuevo empleado es asignado a un “compañero” y ayuda al nuevo empleado aclimarse al trabajo.
- Juntas Quinceñales de Seguridad en cada cuadrilla y consiste de 70 sesiones separadas cuales son una buena manera de presentar entrenamiento de seguridad para el cuidado de árboles.

PROGRAMA DE ENTRENAMIENTO EN SALON DE CLASES

WCA provee entrenamiento extensivo para todos los empleados para enriquece sus conocimientos en arboricultura. Incluido en esté entrenamiento son los Estándares del ISA, programas de Certificación Arboristas y Trabajadores de Árbol y una variedad de programas de estudio en casa departe de la Asociación de Arboristas Nacionales. Tambien ofrecemos entrenamiento a nuestros empleado de apoyo en servicio al cliente y mantenimiento de conducta profesional.

- Programas de Entrenamiento en Liderazgo cual enfocan entrenamiento y estudio utilizando el Programa de WCA en Entrenamiento de Líder de Cuadrilla.
- La Sociedad Internacional de Arboricultura es una organización profesional reconocida nacionalmente y está dedicada en fomentar una gran apreciación en los árboles y promueve investigaciones, tecnología y practics profesionales en arboricultura.

DESAROLLO DE HABILIDADES EN EL TRABAJO

Estas son las habilidades especializadas provides en los cursos educativos de WCA en las juntas Quinceñales cuales incluye lo siguiente:

- Arborista Certificado de ISA
- Trabajador de Árboles Certificado— Trepador y Grúa Aeres
- Especialista de Utilidades de ISA
- Arborista Calificado de WCA
- Trabajador de Árboles Calificado de WCA
- Entrenamiento de Líder de Cuadrilla de WCA
- Operador de Grúa Certificado de CCO
- Forestero Urbano Certificado de CaUFC



- EHAP- Electrical Hazard Awareness Program
- ATSSA Traffic Technician, Supervisor, or Designer
- Class B

SAFETY COMMITTEE

The Safety Committee is the core of most effective and viable Safety Programs. These are crucial to providing policy oversight, reviewing program effectiveness and initiating program changes or corrections. With that being said, all field workers will participate in a Quarterly Safety Meeting in their region. During that time they will receive training on current job and safety topics. They will also review their area's safety record and make suggestions for improvement. Safety suggestions are passed out during Regional Meetings and may be submitted and discussed at that time or submitted anonymously to the Human Resource Department. Ideas will be sent to the Safety Trainer for inclusion in the monthly Safety and Training Meeting held by supervisors for any needed action.

In conforming to Cal-OSHA requirements, the assigned Safety Committee members carry out various safety management duties, including, but limited to:

- Safety Audits
- Facility Inspections
- Accident Investigation and Follow Up

ACCIDENT INVESTIGATION & FOLLOW UP

The Safety Trainer is responsible for investigating all accidents and incidents (near misses) - even those that do not result in injury or significant damage to equipment or property. The early identification and correction of problems leading to minor incidents may prevent future injuries and property damage. "Accidents are not a mistake, but a lesson learned."

Accidents involving injury to employees are to be immediately reported to the Foreman who will forward a formal report to the Claims Department. Either the Foreman, Supervisor, Area Manager and or Safety Trainer will conduct an investigation, dependent upon the severity of the incident or accident, using an Incident Report.

All lost time accidents must be investigated by the Safety Trainer. A hazard evaluation will be conducted by the Safety Trainer and a Safety Improvement Plan will be completed and implemented. Incidents involving workplace violence are to be reported immediately, an Incident Report should be completed. The company thoroughly investigates incidents of workplace violence including threats and physical injury.

Corrective action requires a completed Incident Report and an implemented Safety Improvement Plan for the benefit and protection of employees as re-

- EHAP- Programa de Aviso en Peligros Electricos
- ATSSA Técnico en Tránsito, Supervisor y Diseño
- Clase B

COMITÉ DE SEGURIDAD

El Comité de Seguridad es el centro, mas eficaz y viable parte de un Programa de Seguridad. Son cruciales para vigilar las pólizas, revisan que tan eficaz son los programas y inician cambios o correcciones en los programas. Con eso dicho, todos los empleados que trabajan afuera van a participar en las juntas Quincenales de su región. Durante ese tiempo el empleado recibiera entrenamiento de su trabajo actual y temas de seguridad. También harán revisión del registro de seguridad y harán sugerencias en como mejorar. Sugerencias de Seguridad son pasadas durante las Juntas Regionales y serán presentadas y discutidas durante ese tiempo o presentadas anonimamente al Departamento de Recursos Humanos. Las ideas serán presentadas al Supervisor de Entrenamiento para ser incluidas en la junta de Seguridad y Entrenamiento en junta con los Supervisores tomaran en cuenta y una acción será tomada si es necesario.

En conformidad con los requisitos de Cal-OSHA el Comité de Seguridad es asignado varias tareas en el manejo de seguridad, incluyendo, y limitado a:

- Auditoria de Seguridad
- Inspección de Seguridad
- Investigación de Accidentes y seguimiento

INVESTIGACIÓN DE ACCIDENTES Y SEGUIMIENTO

El entrenador de Seguridad es responsable en investigar todos los accidentes y incidentes (al igual los casi accidentes)- aun los que no resultan en una lastimadura o daños significativos al equipo o propiedad. La detección temprano y corrección de problemas que resultan en incidentes menores ayuda a prevenir lastimaduras y daños a propiedades en un futuro. "Un accidente no es un error, es una lección aprendida."

Accidentes que involucran una lastimadura a un empleado deben ser reportados inmediatamente a su Foreman el mandara un reporte formal al Departamento de Reclamos. El Supervisor, Manejador del Area y o Entrenador de Seguridad hará una investigación, dependiendo de la severidad del incidentes o accidente, usando un Reporte de Incidente.

Todos los accidentes que resultan en tiempo perdido el Entrenador de Seguridad hará la investigación. Una evaluación de peligro será hecha por el Entrenador de Seguridad y un Plan de Mejoramiento de Seguridad será utilizado. Incidentes que involucra violencia en el lugar del trabajo son reportados inmediatamente, un Reporte de Incidente debe ser completado. La compañía investiga a fondo incidentes de violencia en el lugar de trabajo incluyendo amenazas y daños físicos a la persona.

Una acción correctiva requiere de un Reporte de Incidente y un Plan de Seguridad para mejorar para el beneficio y protección de los empleados como es requerido por Cal-OSHA.

quired by Cal-OSHA. Corrective action can also include disciplinary action such as an Employee Warning Report.

PROGRAM REVIEW/DEVELOPMENT & SAFETY COMMUNICATIONS

These types of communications are done in a variety of methods which can include the following programs as well as the WCA Training Programs:

- Quality and Safety Evaluation Checklist (Crew Evaluation) – these evaluations are done periodically by the Area Managers and Supervisors to ensure the quality of workmanship and safety standards are being met and followed.
- Distribution of Safety Bulletins which includes the WCA Monthly Newsletter, bi-weekly Tailgate Sessions or other special insertions.

Any unsafe condition noted by any employee should be reported to their Foreman, Supervisor, Area Manager and/or the Safety Trainer.

WCA is continually reviewing current programs with field and leadership personnel and evaluating the needs of the evolving industry standards and recommendations, as well as using workplace experience in developing new programs that best fit our needs. The following meetings aid in program development:

- **Supervisors Meetings** - which includes all Supervisors and the Safety Trainer, but is optional for Regional Managers and Management team. This meeting is held once a month.
- **Crew Development Meetings** - which includes the Area Managers, The Safety Trainer, the CSR Supervisor and the VP of Field Operations. These meetings are held once a month.
- **Regional Leadership Meetings** - which include the Regional Area Manager and Supervisor, the Foreman a for a specific region. These meetings are held once a month.

INCENTIVE PROGRAMS

WCA promotes a positive approach for all employees to insure safe work practices. These programs can include the following:

- **Crew Lunches** - Monthly per region. Crew must be accident free for the month in order to qualify.
- **Individual Safety Lottery** - Quarterly per region. Employees must be accident free for the quarter in order to qualify.
- **Employee of the Month** - Monthly rotational by region. Nominations and voting of employees are conducted by Foreman.
- **Safe Crew Award** - Monthly per region. Crew must be up to date on safety paperwork and accident free for the month in order to qualify.

La acción correctiva tambien puede incluir una acción disciplinarian como es e Reporte de Aviso a un Empleado.

REVISIÓN DE PRGORAMA/DESAROLLO DE COMUNICACIÓN Y SEGURIDAD

Estos tipos de comunicaciones son hechas de una variedad de métodos pueden incluir los siguientes programas como tambien Programas de Entrenamiento de WCA:

- Lista con Evaluación de Calidad y Seguridad (Evaluación de Cuadrilla) estas evaulaciones son hechas periodicamente por el Manejador de Area y Supervisor para asegurar la calidad de la mano de obra y lo estandares de seguridad estan seguidos.
- La distribución de bolitines de Seguridad cual incluye el boletín mensua de WCA, juntas quinceñales o otras encajes especiales.

Cualquier condición que no está segura debe ser reportada a su Foreman, Su pervisor, Manejador del Area o Entrenador de Seguridad.

WCA continuamente revisa los programas con empleados que trabajan afuera y personal de liderazgo y evaluan las necesidades de la industria que con stantemente desarrollando y recomendaciones, como tambien usando las ex periencias del lugar de trabajo para desarrollar nuevos programas que cumple con nuestra necesidades. Las siguientes juntas ayudan a desarrollar los pro gramas:

- **Juntas de Supervisor** - incluye todos los Supervisores y el Entrenado de Seguridad, y es opcional para el Manejador Regional y Equipo de Gerencia. Está junta es una vez al mes.
- **Junta para el Desarrollo de Cuadrillas** - incluye el Manejador del Area el Entrenador de Seguridad, el Supervisor del Servicio al Cliente y el VP de Operaciones de Cuadrillas. Está junta es una vez al mes.
- **Juntas Regionales de Liderazgo** - incluye al Manejador del Area Regional, Supervisor y Foreman de cada region especifica.

PROGRAMAS DE INCENTIVO

WCA promueve un método positivo para asegurar que todos los empleado usen practicas de seguridad. Estos programas pueden incluir lo siguiente:

- **Almuerzos para la Cuadrilla** - Mensualmente en cada region. La cuadrilla debe permanecer libre de accidentes para poder calificar.
- **Lotería de Seguridad Individual** - Trimestral en cada region. El empleado debe permanecer libre de accidentes cada cuarto para poder calificar.
- **Empleado del Mes** - Mensualmente por cada region. Nominaciones y voto del empleado son conducidas por el Foreman.
- **Premio del la Cuadrilla Segura** - Mensualmente por cada region. La cuadrilla debe mantener todo sus documentos de seguridad y tambier mantenerse libre de accidentes para poder calificar.



- **End of Year Bonus** - This program gives special recognition to all employees whose on-the-job safety, performance, dependability, and leadership are exemplary. The company acknowledges the employee's excellence with a discretionary incentive program which may be awarded in the form of a monetary bonus, assuming the company is profitable. Each employee is monitored for performance during the employment year to earn a weekly bonus credit amount toward a bonus issued at the end of the year by Years of Service and Weeks Worked. Weeks Worked is a weekly amount that will be given for all days an employee works without being tardy, without having disciplinary action and without having an incident, accident, or injury. (Note: Scheduled time taken earns bonus credits, however, non-scheduled days off (sick or without pay) do not earn bonus credits). Bonus credit values vary per position within the Company. Should promotion occur during the year, the point value will be paid out at the Employee's current level at the end of such year. Bonus credits are non-transferable and are lost should termination occur at any time during the year.
- **Bono al Final del Año** - El programa da reconocimiento especial a todos los empleados cuales son seguros en el lugar de trabajo, desempeño, fiabilidad y liderazgo es ejemplar. La compañía reconoce la excelencia del empleado con un programa de incentive discrecional cual puede ser premiado en la manera de un bono monetario, asumiendo que la compañía ha sido lucrativa. Cada empleado es monitoriado en su desempeño durante un año para recibir el credito el credito sera otorgado para el bono de fin de año y tomaran en cuenta cuantos años de servicio y semanas trabajadas. Las semanas trabajadas son una cantida cual sera otorgada por todos los dias que un empleado sin llegar tarde, sin tener una acción disciplinaria y sin tener un incidente, accidente o lastimadura. (Nota: Si toma tiempo de descanso y es programado, usted recibe credito hacia su bono, sin embargo, dias de descanso no programados (día de enfermedad o dias personales sin paga) no reciben credito para el bono). Los creditos para el bono vanean dependiendo de la posición en la Compañía. Si usted recibe una promoción durante el año usted recibera el credito para el bono en el valor de ese momento al final del año. Los creditos del bono no son transferibles y usted los pierde cuando una terminación ocure en cualquier tiempo al final del año.

Workplace Security

The security of WCA employees and guests is paramount. WCA will not tolerate any act or threat of violence by its employees in the workplace, or anywhere while engaged in any work-related activity. Any conduct that violates this policy in any way is absolutely prohibited, will not be tolerated, and may result in the employee's immediate removal from the premises and disciplinary action up to and including immediate termination of the employee's employment.

Every threat or act of violence must be reported immediately to a Supervisor or Foreman. If there is an immediate threat of violence, emergency assistance must be obtained promptly, including calling 911 if appropriate. An employee who reports any act or threat of violence in good faith will be protected from retaliation. Any employee who feels that he or she is a victim of retaliation should immediately report the matter to the HR Supervisor or other member of management. Retaliation will not be tolerated.

If you have any questions or concerns about workplace security, please promptly discuss these matters with the Human Resource Supervisor.

Seguridad en el Lugar de Empleo

La seguridad de los empleados de WCA y nuestros invitados es supremo. WCA no tolera ningún acto o amenaza de violencia de sus empleados en el lugar de trabajo o en cualquier lugar en un evento relacionado al trabajo. Cualquier conducta que viole esta póliza en cualquier manera es absolutamente prohibido, no será tolerado y puede resultar en remover al empleado inmediatamente del lugar y una acción disciplinaria será dada y hasta terminación inmediata de empleo.

Cada amenaza o acto de violencia debe ser reportado inmediatamente a su supervisor o Foreman. Si hay una amenaza de violencia inmediata, asistencia de emergencia debe ser obtenida inmediatamente, incluyendo hablando al 911. Cualquier empleado que reporta un acto de violencia o amenaza de buena fe será protegido de represalias; debe reportar inmediatamente al Supervisor de Recursos Humanos o otro miembro de Gerencia. Represalias no serán toleradas.

Si tiene alguna pregunta o preocupación acerca la seguridad del lugar de trabajo, por favor discuta la cuestión lo más pronto posible con el Supervisor de Recursos Humanos.



Authorized Access to Company Premises

In furtherance of the Company's security and other policies, no employee is permitted to have a visitor on Company premises at any time without the authorization of your supervisor or Foreman, including children. Visitors are defined as anyone who is not a current employee of the Company, including all customers, vendors, applicants, former employees, family members and friends.

Horseplay and practical joking can result in serious injury or death. Anyone engaging in horseplay or practical jokes will be subject to disciplinary action.

Friends or relatives who are picking up departing employees should arrange to do so outside. Remaining on the premises after the employee's shift has ended and the employee is clocked out is also prohibited unless specifically authorized by a Supervisor or Foreman.

Autorización y Acceso a la Propiedad de la Compañía

Asegurar la seguridad de la Compañía y otras pólizas, ningún empleado es permitido tener un visitante en la propiedad de la Compañía en ningún tiempo sin autorización del Supervisor o Foreman, incluyendo niños. Un visitante es definido como cualquier persona que no es un empleado de la Compañía, incluyendo clientes, vendedor, aplicante, empleados en el pasado, miembros de la familia o amigos.

Payasando o jugando y el hacer bromas puede resultar en una lastimadura seria o hasta la muerte. Cualquier persona haciendo bromas, jugando, o payasando serán sujetos a una acción disciplinaria.

Amigos o familiar recojiendo un empleado deben hacer arreglos afuera del trabajo. Permaneciendo en el lugar de trabajo después que su turno de trabajo haiga terminado es prohibido al menos que recibio autorización de su Supervisor o Foreman.

**ATTACHMENT 3 TO EXHIBIT A
EQUIPMENT INVENTORY**

5-15 EQUIPMENT INVENTORY LIST

PROJECT EQUIPMENT

We believe the success of the project is partly attributed to the dedicated pieces of equipment assigned to the City of Beverly Hills. In addition to aerial lift devices, dump trucks, flatbed trucks and roll-off trucks and containers, we also have additional equipment for use in the City such as cranes, loaders, and special aerial lift devices for higher elevated trees. Specific vehicles and equipment that will be dedicated to the City of Beverly Hills are listed below:

Year	Make	Model	Body Type	Last 4 Digits of VIN / Serial	Weight (lbs.)
1999	Dodge	Ram 2500 SLT	Pickup	9459	6,000
2004	Dodge	Ram 2500 SLT	Pickup	5727	6,000
2008	Dodge	Ram 2500 SLT	Pickup	4570	6,000
1998	Ford	F-250	Pick-Up	4181	6,000
2003	Ford	F-250	Pick-Up	6714	6,000
2003	Ford	F-250	Pick-Up	3569	6,000
*1992	International	w/ 95 ft Hi-Ranger	Aerial Tower	7753	24,500
*1992	International	w/ 95 ft Hi-Ranger	Aerial Tower	5855	24,500
1994	GMC	C-7500 w/ Hi-Ranger w/ TECO 65	Aerial Tower	9514	24,500
*1995	International	w/ 95 ft Hi-Ranger	Aerial Tower	5293	24,500
1994	Ford	F-700 w/ Hi-Ranger	Aerial Tower	9775	24,500
1995	Ford	F-700 w/ Hi-Ranger	Aerial Tower	1464	24,500
2005	GMC	C7500 w/ Hi-Ranger	Aerial Tower	5551	24,500
2005	GMC	C7500 w/ Hi-Ranger	Aerial Tower	5497	24,500
1999	Ford	F-550 Dump Truck	Dump Truck	9706	31,000
*1994	Ford	L8000 w/ 85 ft Crane	Crane	2141	31,000
2000	GMC	GMC-C6900 Stakebed	Flatbed truck	8200	15,000
2005	Vermeer	SC1102A Stump Grinder	Stump Grinder	2022	2,000
1993	Caterpillar	910 Skip Loader	Loader	1959	10,000
1994	Caterpillar	910 Skip Loader	Loader	2471	10,000
1992	Volvo	Roll Off Truck	Roll-off Truck	1698	33,000
1999	Volvo	Roll Off Truck	Roll-off Truck	4483	33,000
	Caterpillar	416 Backhoe	Backhoe	0835	5,000

Additional equipment that may be made available for this contract may include cranes, and loaders. We currently have more than 700 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ fourteen full-time mechanics that perform an in-house fleet maintenance program. Each vehicle is schedule for service and inspection every ninety days. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs.

*These particular pieces of equipment will be used as-needed based on scheduled species pruning, removals, or planting.

ATTACHMENT 4 TO EXHIBIT A
CONTRACTOR'S WILDLIFE PROTECTION PLAN

5-13 WILDLIFE PROTECTION PLAN

BACKGROUND

A single violation of the Migratory Bird Treaties Act of 1918 (MBTA, 16 U.S.C. 703-711) carries with it a \$1,000 fine or 6 months in jail. The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed in 50 C.F.R. Part 10, including feathers, or other parts, nests, eggs, or products except as allowed by implementing regulations (50 C.F.R. Part 21). In addition, Sections 3505, 3503.5, and 3800 of the California Department of Fish and Game Code prohibit taking, possessing, or destroying birds, their nests or eggs. Disturbances that cause nest abandonment and/or loss of reproductive effort (e.g. killing or abandonment of eggs or young) may be considered taking and are potentially punishable by fines and/or imprisonment. The Endangered Species Act also protects listed animals; it is unusual to encounter listed species in urban setting. Avoiding violation of the taking provision generally requires that the project-related disturbances of active nests and territories be reduced or eliminated during the nesting cycle. A typical birdnesting cycle can begin in Spring and end in early Summer. West Coast Arborists, Inc. will make every attempt to protect all birds (including Migratory Birds), animals, and nests within trees. Listed below are steps to follow:

STANDARD PRUNING

1. Before commencing work, a visual inspection of the entire tree will be performed. Crews will check for any sign of birds nesting within the tree and for other wildlife nearby.
2. Should there be any sign of bird nesting or other wildlife within or near a tree, the Foreman will further check to see if it is an active or inactive nest.
3. If the nest is inactive, the crew will prune the tree around the nest location without disturbing its shelter and protection from weather elements and potential predators. The Foreman will notify the Agency's Inspector about the existing nest.
4. If the nest is active, the Foreman will attempt to prune the tree around the nest location without disturbing its shelter and protection from weather elements and potential predators. If this cannot be done, the Foreman will notify his Area Manager, Customer Service Representative and the Agency's Inspector. A request for further direction will be made to the Inspector.

WHEN FINDING A BIRD OR NEST

1. If you find a young bird that has been displaced from its nest and appears to be healthy, carefully place the bird back in its nest.
2. If the entire nest has fallen, try to place it back where it came from. If you cannot reach the nest, leave the bird where you found it so that its mother can take care of it. If the bird is in an unsafe location (on the street or sidewalk) place it in a safer location, close enough so that its mother can still find it.
3. If you find a bird that is need of assistance, place it in a clean cardboard box lined with either a clean towel or paper towels. Be sure to place air holes in the box before you place the bird inside.
4. Do not attempt to feed the bird and do not force it to drink.
5. Contact your Customer Service Representative who will in turn contact the nearest wildlife rehabilitation facility, or the State of California Department of Fish and Game as soon as possible.

Employee Name	Title	Certificate Date	Organization	Certificate Number	Expiration Date
Andrew Trotter	Vice President	12/28/2009	Wildlife Training	533	2/5/2011
David Cooper	Area Manager	6/8/2010	Wildlife Training	538	3/10/2011
Jimmy Russo	Shop Manager	8/20/2010	Wildlife Training	579	8/20/2011
Michael Palat	Area Manager	6/8/2010	Wildlife Training	575	6/2/2011
Randy Thompson	Vice President/	9/3/2010	Wildlife Training	581	9/3/2011
Rene Portillo	Safety Trainer	6/8/2010	Wildlife Training Institute	567	3/17/2011



EXHIBIT B

SCHEDULE OF PAYMENT, RATES AND PENALTY SCHEDULE

A. SCHEDULE OF PAYMENT

1. CONTRACTOR shall submit an itemized invoice on a form approved by CITY for its services performed the prior month upon completion of the services required by this Agreement. CITY shall pay CONTRACTOR the undisputed amount of such billing within thirty (30) days of receipt of same. CONTRACTOR shall submit backup work records as required by CITY with the itemized invoice in hardcopy form and uploaded for internet accessible online review by CITY's Community Services Department. Failure to perform work as indicated in the Scope of Services may result in CITY exercising its right to withhold funds, subject CONTRACTOR to penalties as set forth in this Exhibit, deduct payment as is proportionately appropriate, or terminate the Agreement.

2. CITY shall receive a two (2) percent discount for payments received by CONTRACTOR within twenty (20) days of the invoice date.

B. RATES

CITY shall compensate CONTRACTOR for the satisfactory performance of services at the following rates:

<u>Hardwood Tree Trimming:</u>	<u>Unit Price in Figures</u>
Full prune-hardwood tree 0-6 inch DBH (diameter breast height)	\$50.00
Full prune-hardwood tree 7-16 inch DBH	\$125.00
Full prune-hardwood tree 17-24 inch DBH	\$200.00
Full prune-hardwood tree over 24 inch DBH	\$400.00
Full prune-hardwood tree 0-6 inch DBH night/weekend	\$50.00
Full prune-hardwood tree 7-16 inch DBH night/weekend	\$150.00
Full prune-hardwood tree 17-24 inch DBH night/weekend	\$350.00
Full prune-hardwood tree over 24 inch DBH night/weekend	\$500.00
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH	\$25.00
Crown Raising/Safety Prune-hardwood tree 7-16" DBH	\$50.00
Crown Raising/Safety Prune-hardwood tree 17-24 inch DBH	\$50.00
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH	\$50.00
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH night/weekend	\$25.00

Crown Raising/Safety Prune-hardwood tree 7-16 inch DBH night/weekend	\$50.00
Crown Raising/Safety Prune-hardwood tree 17-24 inch DBH night/weekend	\$50.00
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH night/weekend	\$50.00

Palm Tree Trimming:

Canary Island Date Palm prune	\$150.00
Canary Island Date Palm prune night/weekend	\$150.00
Mexican/California/Hybrid Fan Palm prune	\$50.00
Mexican/California/Hybrid Fan Palm prune night/weekend	\$50.00
King/Queen Palm prune	\$20.00
King/Queen Palm prune night/weekend	\$20.00

Tree Removal:

Tree and Stump removal per inch trunk DBH	\$21.00
Stump grinding per stump diameter inch at grade	\$6.00

Tree Stock:

24 inch Box	\$85.00
36 inch Box	\$325.00
48 inch Box	\$750.00
Mexican Fan Palm per foot BTH (brown trunk height)	\$45.00

Tree Installation:

24 inch Box	\$100.00
36 inch Box	\$300.00
48 inch Box	\$750.00
Mexican Fan Palm 10-30 feet BTH	\$300.00

Tree Watering:

Watering of young trees, water trunk/operator-per day \$400.00

Day Rate Crew:

Boom truck w/chip body, low decibel chipper, operator, ground person \$800.00
per eight (8) hour day

Call in Crew:

Per fully equipped per man, per hour, cost, crew called in for
unscheduled service \$50.00

Emergency Crew:

Per fully equipped cost per man, per hour, crew called in for emergency \$75.00
service nights/weekends

C. PENALTY SCHEDULE

CONTRACTOR and CITY agree that if completion of certain services to be provided by CONTRACTOR under this Agreement specified below are delayed, not performed or performed in a manner outside of specifications, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the Agreement. This is in addition to CITY's other remedies allowed by law, including the contractual requirement that the condition be remedied. The following penalties shall be assessed for the circumstances described:

Worker without proper uniform and/or safety apparel, vehicle without proper signage	\$100.00 per occurrence
Failure to properly notice prior to the commencement of non-emergency work	\$100.00 per occurrence
Use of gasoline powered handheld or backpack blower	\$100.00 per occurrence
Debris or trash left in area that has been vacated by workers	\$100.00 per occurrence
Postings left in place after work has been completed and area vacated by workers	\$100.00 per occurrence
Staging debris in traffic lane(s) for more than one (1) hour after generation of same debris/unattended debris	\$100.00 per occurrence
Failure to post warning signage when operating equipment in pedestrian/vehicular traffic area, violation of traffic control standards, lack of required flag person(s)	\$200.00 per occurrence
Disposal of debris at unauthorized sites (e.g. residential trash receptacles, commercial trash dumpsters, park site waste containers)	\$500.00 per occurrence.
Pruning in a manner that leaves tissue tears on remaining limbs	\$500.00 per tree
Equipment leaking fluids	\$500.00 per occurrence + cost to mitigate damage
Disfigurement/errant removal of CITY tree	\$500.00 per occurrence + cost to mitigate value of loss in accordance with "Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, 9 th edition.
Failure to respond to emergency or after hours tree service requests within one (1) hour	\$500.00 per occurrence
Unauthorized use, transport and/or storage of any chemical insecticide, herbicide, fungicide product in the City of Beverly Hills	\$1000.00 per occurrence + possible contract termination
Loss of control incident	\$1000.00 per occurrence + cost to mitigate damage + possible contract termination



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____

RM02.DOC REVISED 10/14/96.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ a California _____
_____, as PRINCIPAL, and _____

_____, a Corporation organized and doing business by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to City of Beverly Hills, hereinafter called OBLIGEE, in the penal sum of _____ lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled _____ with City, to do and perform the following work, to wit: Tree Services, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____ DAY OF _____, 200_.

By: _____ Title: _____

Surety: _____ By: _____

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

PLEASE ATTACH APPROPRIATE ACKNOWLEDGEMENT FORMS

EXHIBIT D

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